**Cowlitz Transit Authority**



*Operated by City of Longview*

**Request for Qualifications (RFQ)**

**Legal Counsel Services**

**Submission Due Date, Friday, November 3, 2023**

**SUMMARY OF REQUEST:**

The Cowlitz Transit Authority (CTA) is requesting qualifications from attorneys and/or law firms located in Cowlitz County interesting in contracting for routine legal services, advice, interpretations, and risk management. The CTA, doing business as RiverCities Transit, contracts with the City of Longview to provide public transportation services and the necessary operating and administrative staff to support CTA’s mission.

The term of the contract will be for twenty-four (24) months, with conditions for extension provided. Presently, the CTA Board meets on the second Wednesday of each month, at 4:00 p.m.

**SUBMITTAL INSTRUCTIONS**

Interested Cowlitz County attorneys and/or law firms are invited to submit a signed proposal in a PDF format electronically to Jim Seeks, Transit Manager, at **Jim@RCTransit.org**. The email subject line should be “Legal Services – CTA”. The proposal should be limited to 15 MB. Submissions will be accepted at any time before **4:00 p.m. on November 3, 2023**. Faxed responses will not be considered.

This RFQ does not commit CTA to award a contract or to pay any costs incurred in the preparation of a proposal responsive to this request. The same email above may be used if there are questions.

**EVALUATION AND SELECTION CRITERIA**

**Factor Weight Given**

1. Reputation and qualifications of the specific individuals to be assigned to act as Counsel to the Cowlitz Transit Authority, including ability and history of successfully completing contracts of a similar type, meeting deadlines, and experience in similar work, with consideration given to references: 40%
2. Responsiveness of the written proposal to the purpose and scope of service: 20%.
3. Competitiveness of fee structure: 40%.

Total Criteria Weight 100%. Each proposal will be independently evaluated on factors (1) through (3).

**COMPENSATION**

The Respondent's proposed price should include price information on the hourly billing rates of each attorney or other legal staff who are expected to work for the CTA.

**SCOPE OF SERVICES, TERMS AND CONDITIONS**

Please see the following draft agreement for the scope of services, terms, and conditions, except as noted above.

**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and between the **Cowlitz Transit Authority** (Client), doing business as “RiverCities Transit”, and **\_\_\_\_\_\_\_\_\_\_\_\_\_**, licensed attorney in the State of Washington (“Attorney”).

**RECITALS.**

The Client desires to contract for routine legal services, advice, interpretations, and risk management, as hereafter mutually agreed between the parties. Client warrants that its execution of this Agreement is lawful and within its power. Client acknowledges that Attorney is limited in the performance of its duties by the Washington State Rules of Professional Conduct. Client contracts with the City of Longview to provide public transportation services and the necessary operating and administrative staff to support Client.

**NOW THEREFORE, IT IS AGREED BETWEEN CLIENT AND ATTORNEY:**

**1. Authority.**  The Client’s officials responsible for assigning the Attorney work are the Board Chairman, the Transit Manager, and the Longview Public Works Director. Additionally, a majority of the Board Members may give direct assignments to the Attorney if such direction is given during a meeting of the Board.

**2. General Duties**. The Attorney shall be responsible for performing all legal work for the Client, except as set forth below, or in those instances in which the Client assigns legal work to other attorneys, at Client’s own discretion.

**3. Specific Duties**. The following list of duties are illustrative of the services required from Attorney, but is not necessarily inclusive of all duties. In addition, Attorney shall only provide these services when so requested by Client.

1. ***Legal Documents*.** The Attorney shall review and offer its professional advice on all resolutions, contracts, inter-local agreements, legal correspondence or other legal documents. The Attorney shall draft such documents as requested by the Client. The Client shall forward all draft documents (including contracts, resolutions and inter‑local agreements) to the Attorney to approve as to form, when required by law.

**b. *Advisory Duties*.** The Attorney shall advise the Board Chairman, Transit Manager, Board Members and/or Client and Longview staff members with regard to legal matters relating to their respective duties. This includes providing advice on procedural issues relating to the conduct of meetings and conduct with the public.

**c. *Meetings*.**  The Attorney shall attend and prepare for meetings as requested by the Client. Preparation includes the review and drafting of resolutions, review of any contracts, leases, inter-local agreements, and other legal documents pertaining to operation of the Client, and any legal research on issues or procedural matters before the Board.

**d. *Court Proceedings*.** Upon request, the Attorney shall represent the Client in civil lawsuits and other contested proceedings commenced by or against the Client. If applicable and upon request, Attorney shall assist Client in pursuing any insurance benefits or seeking defense representation for claims covered by insurance. Attorney acknowledges that Client and RiverCities Transit are a member of the Washington State Transit Insurance Pool (WSTIP), who will handle or take the lead in responding to and defending against claims and lawsuits.

In the event it becomes necessary to commence or defend hearings, litigation or appeals in connection with this representation, Client shall reimburse Attorney for all litigation connected expenses, including filing fees, deposition expenses, expert fees, and such other out-of-pocket costs normally and reasonably incurred in such matters.

**e. *Other Services***. The Attorney shall provide such other requested services as are necessary, appropriate and within Attorney’s competence in order to provide the CLIENT with adequate legal representation.

**4**. **Location, Time Frame of Services.**

**a. Location.** The Attorney shall provide services in Cowlitz County as directed or as directed by the Board. Attorney shall be compensated for mileage at the then current IRS mileage reimbursement rate, and reasonable travel expenses, for services outside of Cowlitz County.

**b. Time Frame.** The Attorney shall make every effort to perform the duties requested by the Client in the time frame requested by the Client or as expeditiously as possible. The Attorney agrees to keep the Client informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

**5. Excluded Services.** The Attorney’s services do not include:

1. Providing any advice or representation to the Client on labor, labor negotiations, employment or personnel matters unless specifically requested by the Client.

**b.** Representing or advising Client or Longview employees where the interest of the Client or Longview employee may conflict with that of the Client.

**c.** Providing legal services where the Client has insurance coverage that provides for legal services and the Client has tendered the defense to the insurance carrier. Provided, however, the Attorney shall monitor the lawsuit or claim on behalf of the Client, and may be retained by the Client’s insurance provider to provide such legal services, or may pursue claims against the Client’s insurance provider as needed to ensure the Client’s rights under the contract of insurance are provided.

**6. Conflict of Interest**. The Attorney provides services to other clients in its independent law practice. The Attorney shall not perform such services for other clients where a conflict of interest or ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist. The Attorney warrants, to the best of its knowledge, that its execution and delivery of this Agreement does not and will not conflict with any obligation of Attorney to a current or former client.

**7. Compensation.**

**a. Hourly Rate.** The Client shall pay Attorney at the rate of $\_\_\_\_\_\_ per hour. The Attorney shall invoice the Client no later than the last week of each month for work performed the previous month. The Client shall pay the Attorney’s invoice promptly, and in no case later than 30 days from the invoice date.

1. Attorney’s actual direct expenses incurred for any routine work for the Client shall be reimbursed at actual cost. Examples of direct costs include copying costs, mailing and postage fees, hiring of subcontractors or other Attorneys as approved in advance by the Client, and other reasonable costs.
2. As appropriate, the Client shall issue the Attorney a federal 1099 form.

Attorney’s federal tax identification number is \_\_\_\_\_\_\_\_\_\_\_.

Attorney’s mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Attorney’s phone number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Attorney’s e-mail address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Client’s federal tax identification number is 91-6001367.

The Client’s mailing address is P.O. Box 128, Longview, WA 98632

The Client’s phone number is (360) 442-5661

The Client’s email address is jim@rctransit.org

**8. Term of Agreement.** This Agreement is for an initial term of \_\_\_\_\_\_\_\_\_\_, 2023 through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.

**a.** At the option of the Client, this Agreement may be extended for two-year periods upon the same terms contained herein, except that the Attorney’s hourly rate may be adjusted upon mutual agreement.

**b.** This Agreement may be terminated by either party by giving 30 days’ notice to the other party. Any earned compensation or expenses appropriate under this Agreement will be paid for services rendered during the notice period but will only be authorized thereafter upon express agreement of the Board Chairman. The Attorney agrees to co-operate in the transferring of all Client’s files and records and provide a copy of all pending attorney files to the Client’s designee promptly upon completion of services.

**c.** Upon termination of this Agreement, the Attorney shall not be entitled to severance pay or continued compensation other than for ongoing services the Attorney and Board Chairman have agreed will extend beyond the effective termination date.

**9. Equipment and Other Resources.** The Attorney shall obtain its own cellular phone, computer, office equipment and access to electronic legal research services as needed to perform the legal services contemplated in this agreement.

**10. Insurance.** During the term of this Agreement and any extensions thereof, the Attorney shall secure and maintain a policy of comprehensive professional liability insurance provided by an insurance company licensed to do business in the state of Washington. Said policy shall have limits of not less than $1,000,000.

The Attorney shall also secure and maintain general liability and automobile liability insurance, each with limits not less than $1 million per occurrence and $1 million aggregate, provided by an insurance company licensed to do business in the state of Washington.

**11. Indemnity.** The Client shall defend, indemnify and hold Attorney harmless from any and all claims arising out of the good faith performance of Attorney’s duties for services provided within the scope of this Agreement, within the confines of applicable ethical rules and in compliance with existing law. Indemnity will not be provided for acts performed outside the scope of the Attorney’s requested services, or for any acts of misconduct, negligence, or alleged violations of existing law.

The Attorney shall defend, indemnify, and hold Client harmless from any and all claims arising out of the good faith performance of Client’s duties and services related to the scope of this Agreement and in compliance with existing law. Indemnity will not be provided for acts performed for any acts of misconduct, negligence, or alleged violations of existing law.

**12. Confidentiality.** Attorney agrees to keep all of the information provided by Client in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

**13. Maintenance of Client Records and Files.** Any work-related products, such as letters, plans, spreadsheets, databases, or the like, that are developed during the term of this Agreement for the Client by the Attorney shall be deemed to be owned jointly by the Attorney and the Client. The Attorney will keep the Client adequately advised of all legal matters by providing copies of all letters or correspondence, plans or proposals written on the Client’s behalf to the Transit Manager. All copies of correspondence received by the Attorney relating to Client business will be routinely forwarded to the Transit Manager or its designee upon receipt. A copy of all documents prepared by the Attorney, but not previously provided, or when duplicates are needed, shall be delivered to the Client upon request.

**14. Qualifications.** Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the state of Washington and a member in good standing of the Washington State Bar.

**15. Independent Contractor Status.** The Attorney is an independent contractor and is not an employee of the Client. The Attorney is responsible for paying its own federal income tax withholding and other taxes, fees or other charges imposed by law upon independent contractors from the compensation paid to it by the Client. The Attorney is not entitled to any benefits such as sick leave, vacation, unemployment insurance, worker’s compensation, PERS, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

**16. Non-Exclusive Contract.** This is a non-exclusive contract. The Client reserves the right to appoint additional attorneys, to contract for a new attorney in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall guarantee renewal of this Agreement, and in the event of a future renewal, the parties reserve the right to renegotiate all provisions. Likewise, Attorney reserves the right to perform legal duties for other clients, provided that there is no conflict of interest with the Client.

**17. Entire Agreement.** This Agreement incorporates the entire Agreement between the parties with regard to the legal work to be performed on behalf of the Client, and the rates to be charged therefore.

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023.

**ATTORNEY COWLITZ TRANSIT AUTHORITY**

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Name DENNIS WEBER

Firm Board Chairman