

Thank you for your interest in the City of Nampa's Legal Services RFP, and for submitting the following questions. City staff has responded to the questions. If you have any additional questions, or concerns, please reach out to the Chief of Staff for additional guidance.

1. Section II. General Information (page 2) requests proposals that "outline various legal service delivery and compensation model options." Is it the City's desire that each proposing firm include multiple compensation model options, or is it the City's desire merely that responding firms feel free to propose a compensation model different than the general model outlined in the RFP?

One of the intentions of this RFP was to look at different options in an effort to make sure that the City is getting the best legal services option. In light of that, the City would like to see some different compensation models. Please include the services that would be included within the general retainer and other work that will be compensated outside of the retainer. For each option you should tell what the cost of the retainer is under that option, including a list of items covered outside the retainer and the hourly compensation for non-retainer work. Therefore, your proposal might have a higher cost retainer since more services will be included in the proposed retainer. If a firm would like to propose a few models along with associated costs, we will consider them.

2. Section IV. Scope of Work, Subsection (4)(n) (page 4) and Section VI. Proposal Submission Requirements and Format, Part 1, Subsection (2)(n) (page 8) indicate that water rights/water law are within the scope of the services to be provided by the appointed City Attorney. Is it the City's intention to terminate its longstanding outside-council relationship with Givens Pursley and have all legal advice pertaining to water rights be provided by the appointed firm, or is it the City's desire to continue the existing arrangement with Givens Pursley?

The expectation from this RFP isn't to terminate any existing agreements. This RFP is attempting to ascertain what level of expertise all proposers may have. The proposer with water rights/water law background may prove to be beneficial to the City.

3. Section IV. Scope of Work, Subsection 8 (page 5) indicates that a PSA will be used for agreeing to compensation for additional work, and that said PSA will be provided on August 5, 2020, along with the answers to questions posed and addenda. Will said PSA be the contract document for the entirety of the City Attorney contract, or will it only govern additional projects?

The proposed Professional Services Agreement/Legal is available on August 5 as a linked document on the city's website within the Legal RFP posting. This document will serve as the signed contract but also incorporate the details submitted through the RFP process.

4. Section VI. Proposal Submission Requirements and Format, Part 1, Subsection 5 (page 8) talks about experience with Electronic Document Management Systems and the updating of Records Retention Schedules, automation processes, and procedures for conversion to paperless system. Is it the City's desire for responding firms to discuss their familiarity with the foregoing generally, specifically in the context of the City's systems and procedures, within the firm, or all of the above?

The City is trying to acquire knowledge about the administration and management of your document processes. This is being done in an effort to figure out how our workflows can work more effectively and efficiently with the successful City Attorney..

5. Section VII. Selection Process (page 11) says that the selected firm "will also be subject to any City administrative policies on the management of legal services." Is this a reference to City administrative policies generally, or are there specific administrative policies to which this section is intended to refer? If specific, may the proposers be provided with a copy of those administrative policies?

The City's Administrative Policy for legal services will be provided.

6. Section VI. Proposal Submission Requirements and Format, Part 1, Subsection 6 (page 8) requires disclosures related to malpractice, Bar complaints, and professional discipline. Does this request include the disclosure of fee disputes or instances of fee arbitration through the Idaho State Bar?

If the fee disputes or fee arbitration were submitted as a complaint to the Bar, then they must be divulged.

7. Section VI. Proposal Submission Requirements and Format, Part 5 (page 10) indicates that "basic services," which are those services that are to be provided under a monthly retainer, include "general counsel" work as defined in the scope of work. The Scope of Work (Section IV. Scope of Work (pages 3-5), includes certain categories of work, such as labor negotiations, litigation, water rights, etc. However, Section VI., Part 5 (page 10), indicates that certain categories, including "litigation," "additional," and "special" services are to be provided under an hourly rate structure. Does the City intend to provide additional clarity on which categories of work are intended to be covered by the general retainer, or is it up to the responding firms to make that determination in their individual proposals?

The Scope of Work includes a "range of services" relevant to areas in the broad scope of municipal law, which may include labor negotiations, litigation, water rights, etc. The City will be reviewing the qualifications of a firm relative to this scope. Section VI., Part 5 is looking for a list of "basic services" that will be included in the retainer and what will be considered as "additional services," and the work billed outside the retainer. It is up to the proposer to make a determination in their cost proposal(s)

***what services are included as “basic services” and what are “additional” or “special.”
This will provide the City with information about both the breadth of qualifications
and associated costs within the Scope of Work that are deemed as “additional”
services that will be billed outside the retainer.***

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