



**LOCAL  
GOVERNMENT  
INSURANCE  
TRUST**

**REQUEST FOR PROPOSALS -  
TRUST COUNSEL ("RFP")**

RFP Issued: March 18, 2020

Submission Deadline: May 1, 2020

## LOCAL GOVERNMENT INSURANCE TRUST

### REQUEST FOR PROPOSALS -

### TRUST COUNSEL (“RFP”)

#### 1. PURPOSE AND INTENT

The LOCAL GOVERNMENT INSURANCE TRUST (“LGIT”) seeks to engage an attorney to act as Trust Counsel.

#### 2. PROPOSAL SUBMISSION

One (1) original and three (3) full, complete and exact copies of each proposal shall be submitted in a sealed envelope and must be marked as “RFP: Trust Counsel” and addressed to: Executive Director, 7225 Parkway Drive, Hanover, MD 21076. The proposal must be received not later than **11:00 a.m., May 1, 2020**. Faxed or emailed proposals will **not** be accepted. Any inquiry concerning this RFP should be directed in writing to Tim Ailsworth, Executive Director, Local Government Insurance Trust. Persons or entities responding to this RFP will hereinafter be referred to as “Respondent”.

The Board reserves the right to reject any and all proposals with or without cause and to waive any irregularities or informalities in the proposals. The Board also reserves the right to negotiate, or to cancel, in part or in its entirety, the RFP if the Board determines that such action is in the best interest of LGIT. The Board further reserves the right to make such investigations as they deem necessary as to the qualifications of any and all respondents submitting proposals.

#### 3. APPOINTMENT OF TRUST COUNSEL

Trust Counsel shall be appointed by a majority vote of the Board, shall serve at the will of the Board, and may be terminated at any time, for any reason, upon a vote of the majority of the Board. The Attorney shall be admitted to practice law in the State of Maryland. The

Attorney shall receive such compensation as agreed upon and determined by the Board and may be subject to an annual fee cap.

#### 4. SCOPE OF SERVICES

The duties of Trust Counsel are as follows:

- a. Reviewing and/or aiding in the preparation of documents;
- b. Attending regular, special, and continued sessions of the Board or committee upon request;
- c. Conducting legal research and rendering legal opinions and assistance to the Trust;
- d. Representing the Trust in litigation; and
- e. Assisting the Trust in any other manner necessary to carry out the Trust's responsibilities as determined by the Member Agreement, By-Laws or Scope of Coverage.

#### 5. CONFLICTS OF INTEREST

The Respondent shall not have conflicts of interest with the Trust, and shall address and resolve any matters constituting a conflict in advance of appointment. Such conflicts and potential conflicts shall be disclosed as part of the proposal. The Respondent and the Respondent's firm, if the Respondent is a member of or affiliated with a law firm, shall not represent persons or entities which have a current, pending, or potential matter before the Trust or a member of the Trust.

#### 6. MANDATORY CONTENTS OF PROPOSAL

Each response to this RFP (hereinafter sometimes referred to as "Proposal") must contain the following information:

- a. Contact Information: Provide the name and address of the Respondent and, if

associated with a law firm, the name of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the Proposal, and the principal professional to be assigned to the Trust (hereinafter “Principal”) along with a description of the Principal’s relevant professional experience, years and type of experience, and number of years with the Respondent.

- b. A three-year Proposal for FY21, FY22, and FY23: The Proposal should include a staffing plan listing those persons who will be assigned to the engagement and a Rate Schedule for such personnel including principal, associates, and paralegals, detailing personnel classifications, rates per hour, direct expenses such as auto travel, copies, etc., and any other costs that may be applicable to the preparation of all personnel both prior to and following all meetings.
- c. An executive summary of not more than one (1) page, identifying and substantiating why the Respondent is best-qualified to provide the requested services.
- d. A description of the Respondent’s experience in performing services of the type described in this RFP. The respondent should have extensive experience in insurance and local government law in the State of Maryland. Provide specific examples of work within the Scope of Services shall be attached as an exhibit.
- e. A writing sample, preferably in insurance and/or local government law is preferred.
- f. References, including governmental clients where possible and current clients for whom services have been provided for a least three (3) years. Provide the

contact names, titles, and phone numbers.

- g. If the Respondent or, if Respondent is other than a sole practitioner, any principal of Respondent's law firm, or any attorney in Respondent's law firm who may provide services under Respondent's proposal, has been named as a defendant in any litigation and/or has been subject to any professional disciplinary action, the Respondent must provide a description of the litigation and/or disciplinary action.
- h. A description of any ongoing investigations and/or litigation matters involving the Respondent, its directors, officers and principals and any individuals employed by the Respondent.
- i. State whether Respondent has any actual or potential conflicts of interest with the Trust. Explain how Respondent would respond if faced with conflicts of interest going forward.
- j. A detailed explanation of the method of charging for professional and administrative services including, without limitation: the billable rates for all personnel of Respondent who may provide services to the Trust; a description of multipliers, overhead charges, and other applicable fee information; a description of minimum billings; hourly or per meeting rates associated with attending meetings of the Trust as requested.

**NOTE:** Costs and expenses incurred by Respondent in responding to this RFP are the Respondent's sole responsibility. LGIT will not reimburse the Respondent for any costs or expenses incurred prior to the contract award.

## 7. INSURANCE

The Respondent shall: (i) maintain professional liability/malpractice insurance coverage

and general commercial liability insurance coverage with limits of coverage of not less than \$1,000,000 per claim and in the aggregate; (ii) maintain workers' compensation coverage in accordance with applicable statutory requirements; and (iii) to the extent permissible under such coverages, name the Local Government Insurance Trust (Trust) as an additional insured. The Respondent shall provide certificates of such insurance to the Board.

#### 8. INTERVIEW

The Board reserves the right to interview any or all of the respondents submitting a proposal. The Board reserves the right to request clarifying information subsequent to receipt of the Proposal and/or during the interview.

#### 9. SELECTION PROCESS

All Proposals will be reviewed by the Board and/or staff to determine responsiveness. Non-responsive Proposals will be rejected without further evaluation. For Proposals that satisfy the Minimum Qualifications and the Mandatory Contents of Proposal set forth hereinabove, the evaluation will include, but will not be limited to, the following evaluation criteria, separate or combined as the reviewers, in their sole discretion, deem appropriate:

- a. The Respondent's general approach to providing the services as set forth in this RFP;
- b. If the Principal is other than the Respondent, the Principal's approach to providing the services as set forth in this RFP;
- c. The Respondent's local government and insurance experience pertinent to the engagement described in this RFP;
- d. The overall ability of the Respondent and, specifically the Principal, to mobilize, undertake, and successfully complete the Scope of Services described herein in a timely fashion.

- e. Costs and fee schedules to include billing methodology; and
- f. Other criteria as deemed appropriate by the Board.

#### 10. SELECTION AND CONTRACT

The Board will select the Proposal deemed most advantageous to the Trust with price and other factors considered. The Board shall not be required to appoint the Respondent submitting the lowest cost Proposal. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected Respondent's Proposal, and any changes negotiated by the parties. The contract will also include a provision that: (i) specifies presumptively reasonable professional fees for standard meeting preparation and project completion, including the review of all meeting materials prior to the meeting, or hearing, if applicable, and the final drafting of all documents and materials affiliated with that meeting, or hearing, if applicable ("Presumptive Fee"); and (ii) requires the existence of extraordinary circumstances for the payment of fees in excess of the Presumptive Fee. The contract will further specify that Respondent is an independent contractor and not an employee or agent of LGIT. The Board's decision will be based, in large part, on its evaluation of the qualifications of the Principal and its expectation that the Principal will be primarily responsible for the professional services to be provided during the term of the contract. Past performance and practices of the Respondent may also be considered.

#### 11. RETURN OF LGIT FILES

At termination of the employment of the successful Respondent, he/she shall promptly return to LGIT all files in his/her possession complete with all documents, memorandums, legal research notes, correspondence, and all other material contained therein, including but not limited to electronic data, at no cost to LGIT.

## 12. EXCEPTIONS

Any requested exceptions to terms, conditions, or other requirements in any part of the RFP must be clearly identified in the Respondent's Proposal. Absent such requests, the Board will consider that the Proposal is in all respects consistent with this RFP, and the successful Respondent will be responsible for strict compliance with the terms hereof.