

**Wheatland Township, Illinois**



**Request for Qualifications**

**to provide**

**Legal Services**

**Wheatland Township, Illinois**

**Request for Qualifications**

**Legal Services**

This Request for Qualifications (RFQ) is for the purpose of selection a qualified firm to provide attorney/legal services for Wheatland Township.

General Requirements: Proposers are to submit one (1) physical copy of their proposal or one (1) electronic unprotected copy of their proposal via email.

Submission: Wheatland Township  
**Attn: Michael Crowner**  
4232 Tower Court  
Naperville, IL 60564  
  
OR via email to [supervisor@wheatlandtownship.com](mailto:supervisor@wheatlandtownship.com)

Submission Date & Time: **July 30, 2021**  
**5:00 PM CDT**  
Proposals received after the time specified will not be considered.

Contact: Should the proposer require additional information about this RFQ, please submit questions via email to [supervisor@wheatlandtownship.com](mailto:supervisor@wheatlandtownship.com). All questions shall be submitted no less than seven (7) days prior to the RFQ submission date.

Contents: The following sections, including this cover sheet, shall be considered integral of this solicitation.

\*General Terms and Conditions

\*Scope of Services

\*Submittal Requirements

\*Evaluation Criteria

## GENERAL TERMS AND CONDITIONS

### 1. NEGOTIATIONS

Wheatland Township reserves the right to negotiate specifications, terms and conditions, which may be appropriate to the accomplishment of the purpose of this Request for Qualifications (RFQ). This implies that all responses, supplemental information, and other submissions provided by the Proposer during discussions or negotiations will be held by Wheatland Township as contractually binding.

### 2. CONFIDENTIALITY

RFQ's and the responses thereto, are subject to the Illinois Freedom of Information Act.

### 3. RESERVED RIGHTS

Wheatland Township reserves the right at any time and for any reason, to cancel this RFQ or any portion thereof, and to reject any or all proposals. The Township may seek clarification from a respondent at any time, after the submission date, and failure to respond promptly is cause for rejection.

### 4. INCURRED COSTS

Wheatland Township will not be liable for any costs incurred by respondent in replying to this RFQ.

### 5. AWARD

Wheatland Township reserves the right to award this contract based on any of the evaluation criteria set forth herein.

### 6. ADDITIONAL INFORMATION

Should the Proposer require additional information about this RFQ, please submit questions via email to Michael Crowner, [supervisor@wheatlandtownship.com](mailto:supervisor@wheatlandtownship.com)

All questions shall be submitted no less than seven (7) days prior to the RFQ issue date.

### 7. DISCUSSION OF PROPOSALS AND NEGOTIATION

Wheatland Township may conduct discussions with any Proposer who submits a proposal. During the course of such discussions, the Township shall not disclose any information derived from one proposal to any other Proposer. The Township anticipates conducting negotiations with a short list of candidates. Your proposal should indicate any exceptions taken to this.

### 8. RESPONSIBILITY & DEFAULT

The Proposer shall be required to assume responsibility for all items listed in this RFQ. The successful Proposer shall be considered the sole point of contact for purposes of this contract.

### 9. INTERPRETATION OR CORRECTION OF REQUEST FOR QUALIFICATIONS

Proposers shall promptly notify Michael Crowner, Township Supervisor of any ambiguity, inconsistency or error that they may discover upon examination of the RFQ. Interpretation, correction, and changes to the RFQ will be made by addendum. Interpretation, corrections or changes made in any other manner will not be binding.

### 10. TERMINATION

Wheatland Township reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Proposer shall be entitled to receive payment from the Township for work completed to date in accordance with the terms and conditions of this Contract. If this Contract is terminated due to Proposers default, Wheatland Township shall be entitled to purchase substitute items and/or services elsewhere and charge the Proposer with any or all losses incurred, including attorney's fees and expenses.

11. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Wheatland Township.

12. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Proposer hereby agrees to defend, indemnify and hold harmless the Township, its officials, agents, employees and volunteers against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Township, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Proposer, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Township, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Township, its officials, agents employees or volunteers, any such action, the Proposer shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Township under federal or state law in an effort to set aside the contract. The Proposer expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

13. ASSIGNMENT

The Proposer may not reassign any award made, as the result of this RFQ, without prior written consent from Wheatland Township.

14. JURISDICTION, VENUE, CHOICE OF LAW

This RFQ and any contract resulting there from shall be governed by and construed according to the laws of the State of Illinois.

15. CHANGE IN STATUS

The Proposer shall notify Wheatland Township immediately of any change in its status resulting from any of the following: (a) Proposer is acquired by another party; (b) Proposer becomes insolvent; (c) Proposer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Proposer ceases to conduct its operations in normal course of business. Wheatland Township shall have the option to terminate its Agreement with the Proposer immediately on written notice based on any such change in status.

16. OUT OF POCKET EXPENSES

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposers expense.

**SCOPE OF SERVICES**

1. INTENT

It is the intent of Wheatland Township (the "Township") to hire a qualified firm to provide legal services.

2. BACKGROUND

Wheatland Township is a six-by-six square mile area that was established in 1849. As it predates all other forms of government, it is in Will County, IL and encompasses portions of The City of Naperville, Village of Plainfield, City of Aurora, Village of Bolingbrook, and City of Romeoville. The primary purpose of Wheatland Township is to serve as the local representative government for the unincorporated areas of the above municipalities.

The Township Board includes an elected Supervisor and four Trustees to govern township operations. Other elected officials include: Assessor, Clerk, Tax Collector, and Road Commissioner. The township Supervisor serves as the Chief Financial Officer of the Road District.

Information about the Township is available on the Township’s website: [www.wheatlandtownship.com](http://www.wheatlandtownship.com).

**3. TOWNSHIP LEGAL SERVICES**

The attorney or firm shall perform such duties as may be assigned by Township Supervisor and Township Board of Trustees. The work and performance of the attorney or firm is supervised by the Township Supervisor.

**4. SCOPE OF WORK**

The Township intends to retain a qualified and committed professional firm to provide legal services. The Township will be considering one firm to provide the following legal services to the Township:

- A. All aspects of municipal law, including extensive knowledge of the Illinois Municipal Code and the Constitution of the State of Illinois.
- B. All Illinois statutes pertaining to municipal government.
- C. Preparation and review of ordinances, resolutions, agreements, contracts, and other legal documents.
- D. Research, legal advice, and opinions on specific legal matters to assist Township staff and elected officials to make informed legal decisions pertaining to Township business.
- E. Availability to provide legal counsel via phone, video conferencing, or in person as needed.

**5. PRELIMINARY SELECTION SCHEDULE**

Action Item	Proposed Schedule
Issue RFQ	July 9, 2021
Deadline for submission of questions	July 23, 2021
RFQ Responses Due	July 30, 2021
Negotiations	August 2 – 6, 2021
Award by Township Board	August 12, 2021

## **SUBMITTAL REQUIREMENTS**

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFQ. Attention should be given to accuracy, completeness, relevance, and clarity of content. The proposal should be organized into the following major sections:

### **A. Executive Summary**

Provide a summary, which describes and highlights your firm's experience, qualifications, and expertise and why your team would be the best choice for the Township. Please make specific reference to the legal service areas that your firm has provided to other municipalities.

### **B. Company Background**

- a. Firm name and office locations.
- b. The number of years the firm has been in business.
- c. The number of professionals employed.
- d. The business structure (sole proprietor, partnership, corporation, etc.)
- e. Include information on the firm's client base, such as the number of public sector clients the firm serves, the number of local government clients, and the number of public sector clients in the state.

### **C. Legal Team**

Provide a resume for each proposed team member assigned to the Township, specifically stating tenure with the firm, experience, and qualifications of each individual.

### **D. General Firm Qualifications**

A summary of the firm's general qualifications including specific experience that are applicable to the proposed scope of services.

### **E. Compensation Structure**

Proposers should specific an hourly fee proposal for the scope of services identified and the rates charged, if any, for copying, online research, paralegals, and support staff. The proposer shall consider all costs (labor, overhead, administration, profile, travel, etc.) associated with providing the scope of services listed in this RFQ. The Township reserves the right to negotiate with the law firm on the hourly fee.

### **F. References**

Proposers should supply references that will be available to speak with the Township Supervisor.

Two references should be provided for similar type of work completed in the past five years.

#### **G. Sample Agreement**

Proposers should include any sample agreements that the Township would be required to enter into upon contract award.

### **EVALUATION CRITERIA**

Wheatland Township will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. All proposals will be evaluated based on the best qualified and most cost-effective proposer.

#### **Evaluation Organization**

The Township Supervisor will be responsible for the proposal evaluation (including reference checks).

#### **Evaluation of the Proposals**

Wheatland Township will evaluate the Proposers response and the extent to which it meets the requirements delineated in this RFQ. All proposals submitted in response to this RFQ will be considered based on the evaluation factors identified:

- A. General Firm Qualifications
- B. Attorney Experience
- C. Municipal Client References
- D. Cost Proposal

#### **Short List**

The evaluation factors will be used to assist the Township Supervisor in determining a short list. Proposers will be notified by Wheatland Township if they have been selected for the short list. Please note, Wheatland Township reserves the right to not short list any and all Proposers if it is not in the best interest of the Township.

#### **Interview**

Wheatland Township reserves the right to contact Proposers to arrange an interview and/or to request additional materials.

#### **Additional Investigations**

Wheatland Township reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.