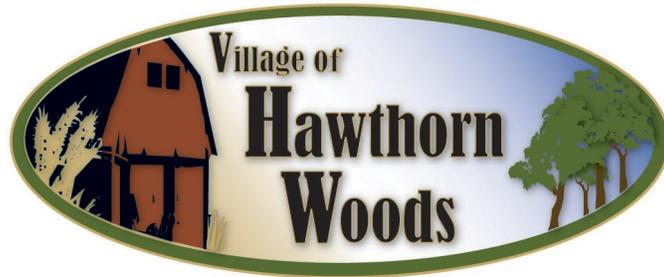


VILLAGE OF HAWTHORN WOODS



Request for Proposals

PROSECUTOR LEGAL SERVICES

Date of Advertisement: October 1, 2020

Proposal Due Date: October 29, 2020

**Village of Hawthorn Woods
Police Department
2 Lagoon Drive
Hawthorn Woods, IL 60047**

Notice to Legal Firms
Village of Hawthorn Woods Request for Proposals

Notice is hereby given by the Village of Hawthorn Woods that it requests proposals from qualified legal firms/attorneys to provide professional prosecutorial legal services to the Village. The Village will receive responses to this Request for Proposals up to, but no later than, 4:00 p.m. on **October 29, 2020**.

Responses shall be received in the Office of the Chief of Police located at 2 Lagoon Drive, Hawthorn Woods, IL 60047, no later than the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP, including any attachments/addenda.

All interested Law Firms/Attorneys may request a copy of this RFP by e-mailing jpaulus@hwpd.com or calling 847-438-9050.

Any questions regarding this RFP, including clarification of RFP requirements, may only be submitted by email to jpaulus@hwpd.com.

Jennifer R. Paulus
Chief of Police
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

RFP OVERVIEW AND INTRODUCTION

GOVERNMENT

Hawthorn Woods is a non-home-rule community governed by a Mayor and Board of six trustees elected at large. The Mayor and Board also serve as the Liquor Control Commission. A variety of appointed boards and commissions provide specialized functions for the Village, including: Planning Building and Zoning Commission, Board of Police Commissioners, Police Pension Board. The Chief Operating Officer and six department heads (Chief Administrative Officer, Chief of Police, Public Works Director/Village Engineer, Parks and Recreation Director and Finance Director) are appointed by the Mayor with approval of the Village Board.

The Police Department currently employs twelve full-time sworn and one civilian Office/Records Manager.

The Village Attorney provides general legal counsel to the Mayor and Village Board and attends all Village Board meetings.

This RFP is limited to prosecutorial services for the Police Department in the 19th Judicial Circuit Court of Lake County.

PURPOSE OF RFP

The Village of Hawthorn Woods is seeking to retain a qualified law firm/attorney to provide Village Prosecutor Services for prosecution of municipal code violations, misdemeanors, and traffic offense violations in the 19th Judicial Circuit of Lake County.

The Village seeks to establish a professional services contract for legal services contingent on available funding and mutual agreement between the two parties. The professional service agreement shall not be an exclusive contract to provide prosecutorial services as the Village retains the right to engage additional legal counsel at its own discretion.

To offer general insight to prosecutorial workload at the Village of Hawthorn Woods, the following “snapshot” data is provided, in addition to further description of categories of requested legal services:

Traffic Violation Prosecutions (2019)

- 1,142 Traffic Citations
- 49 DUI Arrests

Traffic Violation Prosecutions (2018)

- 1,790 Traffic Citations
- 45 DUI Arrests

Traffic Violation Prosecutions (2017)

- 1,550 Traffic Citations
- 40 DUI Arrests

Hawthorn Woods is assigned to the Mundelein Branch Court and currently has two court calls. One at 9:00am and one at 10:30am, generally held on the fourth Thursday of each month (currently shared with Kildeer Police Department and subject to change by the court).

Village of Hawthorn Woods Ordinance Prosecution – Any ordinance charged by officers and assigned to branch court (Disorderly conduct, harassment, trespass, minor possession, etc.). Most Village Code Violations are heard in local Administrative Adjudication Hearings (parking, animal complaints, village sticker violations, etc.).

Property Maintenance Violations – the prosecuting attorney will represent the Building Department in all property maintenance violations that are heard in Circuit Court.

The Village is represented by the Chief of Police at Administrative Hearings. Appeals of Administrative Adjudication Hearing cases are typically handled by the Village Attorney.

WHO MAY RESPOND

Only attorneys currently licensed to practice law in the State of Illinois and maintain offices in Lake, Cook, DuPage or McHenry Counties, or law firms including such attorneys, may respond to this RFP.

QUESTIONS REGARDING THE RFP

All questions regarding this RFP should be sent to Chief of Police, Jennifer Paulus, by e-mail at jpaulus@hwpd.com. No direct responses will be sent to the firm/attorney asking the question. Questions will be answered in the form of an addendum or addenda posted to the Village's website. The last date for questions is 4:00 p.m. on October 22, 2020.

PROPOSAL SUBMISSION

Proposals are to be submitted to the Chief of Police via email to jpaulus@hwpd.com and/or in hard copy as described below, no later than 4:00 p.m., October 29, 2020. The proposal must be submitted in a single attachment in PDF format. The subject line of the e-mail must include your company name followed by "Prosecutor Legal Services Proposal".

Three hard copies of the proposal may be submitted in a sealed envelope bearing the name of the Firm/Attorney, to the Village of Hawthorn Woods, Attention Jennifer Paulus, Chief of Police, 2 Lagoon Drive, Hawthorn Woods, Illinois, 60047, before the above mentioned due date and time. Any proposal received after October 29, 2020, by 4:00 p.m. will be disqualified from consideration.

CONDITIONS OF PROPOSAL

All costs incurred in the preparation of a proposal responding to this RFP, including the cost of providing additional information and attending an oral interview, will be the responsibility of the Firm/Attorney and will not be reimbursed by the Village of Hawthorn Woods.

This Request for Proposal does not constitute a commitment by the Village of Hawthorn Woods to award a contract. The Village reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The award shall be made on the proposal that, in the sole determination of the Hawthorn Woods Village Board of Trustees, serves the best interest of the Village.

No contract will be awarded to any person, firm, or corporation that is in arrears or is in default with the Village upon any debts or obligations. **The selected firm or attorney shall agree not to represent any client, or continue to represent any existing client, that may have a legal position, purpose, or interest that is adverse to the legal position, purpose, or interests of the Village of Hawthorn Woods.**

CONTRACT COMMENCEMENT

The Village will award a professional services contract to the successful Firm/Attorney. It is anticipated that a contract will be awarded by the Village Board of Trustees at the first regularly scheduled meeting following submittal of an executed contract by the successful Firm/Attorney.

SCOPE OF SERVICES

Respondents to this RFP shall be readily available and capable to perform in a timely fashion the following legal services:

- Attend meetings with Village staff and elected officials as requested by the Chief Operating Officer.
- Attend regularly scheduled meetings of the Village Board and Executive Sessions as requested.
- Consult with the Attorney for the Village as needed.
- Submit detailed billing statements for all services rendered at the applicable agreed upon hourly rate, broken down into time increments of no more than a quarter of an hour.
- Provide summaries of work performed and time spent on services rendered.

REQUIRED PROPOSAL CONTENTS

The following information must be addressed in order for the proposal to be considered complete.

A. Executive Summary

Executive Summary should contain a statement of interest and brief overview of the firm, its specialties and experience. The Executive Summary can be in the form of a cover letter, signed by an authorized representative of the Proposer. The Executive Summary will indicate that the submitted proposal is a firm offer for a period of at least 120 days from date of submission to the Village.

B. Narrative

Provide a detailed description of qualifications for providing the legal services being requested. Include descriptive and supportive evidence of how your firm will work with the Village. The narrative should include details on the following:

1. Legal Experience and References. Proposers must describe their relevant legal experience performing the tasks identified in the Scope of Services above, including a full description of the work performed, name, address, contact persons and contact information of at least three clients.
2. Organization, Size, Structure and Areas of Practice. The Proposer must describe their organization, size, structure, areas of practice, contact information, form of company, and office locations.
3. Attorney Qualifications:
Proposer should have experience in the following areas:
 - a. Practice of municipal law as general counsel or development counsel.
 - b. Preparation of documents listed in the Scope of Service section above.
 - c. Advising municipal clients in prosecutorial matters.

Proposers should describe the qualifications of attorneys to be assigned to this representation. Descriptions should include:

- a. Professional and educational background.
 - b. Overall supervision to be exercised.
 - c. Prior experience of attorneys likely to be assigned to the project.
4. Fees. The Proposal should clearly describe the hourly billing rates of each attorney or other legal staff who is expected to assist in providing Legal services to the Village, including charges for related expenses such as legal research, document reproduction, postage, court attendance, and phone consultations. Firms will agree

to bill the Village for attorney's services in 0.1 hour billing units at hourly rates not to exceed the rates set forth in the proposal.

Fees may also be proposed in a flat fee format for DUI cases and traffic court.

5. Availability. The Proposal should include the availability of the attorneys who are expected to work on the project.
6. Disclosure statement. Proposer shall disclose any disciplinary actions and/or malpractice claims made against any attorney of the firm within the last ten (10) years, and whether any settlement or verdict or decision was rendered.
7. Insurance. The Proposer, at its sole expense, shall maintain insurance coverage in force during the term of its contract with the Village of Hawthorn Woods, as follows:

INSURANCE REQUIREMENTS

The Proposer, at its sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Contract such required insurance. The specific type(s) and amount(s) of coverage of this Contract are specified below. The Village must be named as an additional insured on a primary and non-contributory basis by endorsement and included on every insurance certificate for this Agreement in respect to General Liability.

- A. Workers' Compensation Insurance in the statutory amount and Employer's Liability Insurance in an amount not less than \$1,000,000.
- B. General Liability Insurance
\$1,000,000 each occurrence with a \$2,000,000 general aggregate for bodily injury, property damage and personal injury.
- C. Errors & Omissions - \$1,000,000 each occurrence; \$1,000,000 aggregate.
- D. Legal Malpractice Insurance -- \$1,000,000 each occurrence; \$21,000,000 aggregate
- E. Add a Hold Harmless/Indemnity Provision in Favor of the Village of Hawthorn Woods.

Provisions

- A. The Proposer's insurance coverage shall be primary insurance as respect to the Village.
- B. Any insurance or self-insurance maintained by the Village shall not contribute to the Proposer's insurance.
- C. The insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in

limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Village of Hawthorn Woods.

- D. Insurance (workers' compensation - general liability) is to be placed with insurers authorized to do business in the State of Illinois with Best's rating of no less than A: covering all operations under this contract. Exceptions to this clause are at the discretion of the Village.
- E. Proposers shall furnish the Village with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate(s) and endorsements are to be received and approved by the Village. The Village reserves the right to require complete certified copies of all required insurance policies at any time.
- F. The Village shall have no responsibilities whatsoever to Proposer with respect to any insurance coverage, its procurement or the absence thereof.
- G. Proposers expressly understand and agree that any insurance protection furnished by the Proposer hereunder shall in no way limit its responsibility to indemnify and save harmless the Village under the Provision of this Agreement.
- H. The Village maintains the right to modify, delete, alter or change these requirements. The insurer shall agree to waive all the rights of subrogation (workers' compensation - general liability - malpractice) against the Village for losses arising from this Agreement.

PROPOSAL EVALUATION

Proposals will be reviewed in accordance with the following criteria:

- A. Level of experience with the work identified in the Scope of Services
- B. Level of experience of the individuals assigned to this project
- C. Experience with similar municipal clients and legal matters
- D. Technical competence, litigation experience, and professional qualifications
- E. Price
- F. Interviews
- G. Availability

The Village reserves the right to accept or reject any proposals and to request written clarification of proposals and supporting documents. The Village further reserves the right to negotiate with any Proposer with respect to amendments to their proposal.

Incomplete proposals may be rejected by the Village.

The Village may award a contract based upon initial proposals received without discussion of such proposals. Accordingly, initial proposals should be submitted on the most favorable terms which the Proposer can submit to the Village.