

## REQUEST FOR PROPOSALS (RFP) FOR LEGAL SERVICES

### I. General Information:

- A. Purpose. The Town of Hideout (“Hideout”) is a growing city of the fifth class located in Wasatch and Summit Counties, a few minutes from Park City. Hideout has a six-person Mayor and City Council form of government, with the Mayor acting as the chief administrative officer. Hideout has a Town Administrator and contracts professional services in engineering, planning and legal.
- B. Who May Respond. In order to facilitate efficiency, quality and coordination of multiple and often simultaneous legal matters, the Town is seeking the services of a single law firm which employs multiple Utah licensed attorneys capable and experienced in each of the following areas:
1. Interpretation and application of Utah municipal law, including but not limited to advising Utah municipalities on compliance with State laws and rules including but not limited to OPMA, LUDMA, GRAMA, administrative and legislative matters and related processes, conducting public meetings, drafting and enforcing Utah municipal laws/codes, negotiating and drafting Utah municipal land development agreements, municipal contracts, planning and general Utah municipal advice, guidance, and prudent risk management;
  2. Utah litigation, including but not limited to land use, regulation and related matters, contracts, municipal advice, guidance, and prudent risk management
  3. General legal compliance with Utah State laws and administrative rules
  4. Strategies to minimize legal costs and expenses.

Desired, but not required: Experience with Utah water law, use, regulation, and planning.

### C. Instructions on Proposal Submission.

1. Closing Submission Date. Proposals must be submitted no later than 5:00 p.m. on January 20, 2026.
2. Inquiries. Inquiries concerning the RFP should be emailed to:  
Jan McCosh, Town Administrator  
[jmccosh@hideoututah.gov](mailto:jmccosh@hideoututah.gov)
3. Conditions of Proposal. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by the Town of Hideout.
4. Instructions to Prospective Contractors. Your proposal should be addressed as follows:  
In the subject line of email reference “RFP Response Legal Counsel.”
5. Right to Reject. Hideout reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
6. Notification of Award. It is expected that a decision selecting the successful proposal will be made within one (1) week of the closing date. The Town Council must give its advice and consent to the hiring. Upon conclusion of final negotiations regarding the successful proposal, all other Proposers will be informed of the name of the successful Proposer. It is expected that the contract shall be a three-year contract.

- II. Scope of Services. The Proposer shall be readily available to act as counsel on topics enumerated above in Section B.
- III. Proposal Contents. The Proposer shall as a minimum, include the following:
  - A. Legal Experience. The Proposer should describe its experience related to municipal land use and contract claims.
  - B. Organization, Size, Structure, and Areas of Practice. The Proposer should describe its organization in terms of the following:
    - Size
    - Structure
    - Areas of practice
    - Office location(s)
  - C. Attorney Qualifications. The Proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:
    - a. Professional and education background of each attorney.
    - b. Overall supervision to be exercised.
    - c. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience will be considered.
  - D. Price. The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, and electronic communication. Also include a retainer amount that would be charged to advise Hideout on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. Hideout reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.
- IV. Proposal Evaluation.
  - A. Evaluation Procedure and Criteria. Hideout's proposal committee will include the mayor, town attorney, appropriate staff and council members and make recommendations to the Hideout Town Council for final approval. A committee member may request a meeting with some qualified Proposers prior to final selections.

Proposals will be reviewed in accordance with the following criteria:

    - 1. Proposed approach to litigation.
    - 2. Level of experience of the individual(s) identified to work on the matter.
    - 3. The Proposer's experience with similar clients and legal matters
    - 4. Cost.
    - 5. Interviews, if conducted.
  - B. Format for Proposals. All proposals should be emailed.
- V. Proposal Timeline.

During the period from your organization's receipt of this Request for Proposals and until a contract is awarded, your organization shall not contact any employee of Hideout for

additional information except in writing directed to Jan McCosh at [jmccosh@hideoututah.gov](mailto:jmccosh@hideoututah.gov).

VI. Questions.

Questions for the purpose of clarifying the RFP must be submitted in writing by email and must be received no later than 5:00 p.m. on January 19, 2026.

VII. General Information.

- A. Contract Award Hideout reserves the right to award the contract in a manner deemed to be in the best interests of Hideout.
- B. Amendment or Cancellation of the RFP. Hideout reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of Hideout.
- C. Proposal Modifications. No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by Hideout. Hideout, at its option may seek Proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.
- D. Erroneous Awards. Hideout reserves the right to correct inaccurate awards. This includes revoking the awarding of a contract to a Proposer and subsequently awarding the contract to a different Proposer. Such action shall not constitute a breach of contract on the part of Hideout because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.
- E. Ownership of Proposals. All proposals shall become the property of Hideout and will not be returned.
- F. Oral Agreement or Arrangements. Any alleged oral agreements or arrangements made by Proposers with Hideout will be disregarded in any proposal evaluation or associated award.
- G. Not a Contract. This RFP is not a contract and, alone, shall not be interpreted as such. Rather this RFP serves only as the instrument through which proposals are solicited. Hideout will pursue negotiations with the highest scoring proposal. If for some reason, Hideout and the initial Proposer fail to reach consensus on the issues relative to a contract, the Hideout may commence contract negotiations with other Proposers. The selected Proposer will be required to sign a formal contract.
- H. Subcontractors. Hideout must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work.
- I. Insurance. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors as follows:
  - 1. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence.  
The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
  - 2. Workers compensation insurance with limits as required by statutory law. Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the Town.

3. Auto liability insurance with limits as required by statutory law.
4. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.
5. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
6. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Town within thirty (30) days of cancellation. The Town reserves the right to request certified copies of any required policies.
7. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.