

REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS FOR LEGAL SERVICES

Due: Thursday, November 30, 2023 11am
VILLAGE OF TANNERSVILLE | PO BOX 967, 1 PARK LANE, TANNERSVILLE, NY 12485

**REQUEST FOR PROPOSALS (RFP) VILLAGE
OF TANNERSVILLE, NEW YORK**

LEGAL SERVICES/VILLAGE ATTORNEY

DUE: Thursday, November 30, 2023 by 11am

Responses must be submitted in a sealed package to:

Office of the Village Clerk
Re: LEGAL SERVICES/VILLAGE ATTORNEY
Village of Tannersville
1 Park Lane
PO Box 967
Tannersville, NY 12485

For questions about this RFP, please contact Robin Dumont, Village Clerk at voffice@hvc.rr.com
or call (518) 589-5850 ext.1

This RFP, and answers to submitted questions (if received) can be found on-line at www.tannersvillenyny.org

Please take notice that proposals received after the exact time and date for submission or any exact amended or adjourned date and time, will not be accepted for consideration.

I. PURPOSE

The Village of Tannersville invites attorneys, qualified to practice law in the State of New York, to submit a proposal to provide legal services for the Village Mayor and Village Board. Also, when asked by the Village Mayor, to provide legal advice to the Zoning Board of Appeals.

II. SERVICES TO BE PROVIDED

Provide general legal counsel to the Village Mayor and Village Board and when asked by the Village Mayor, to also provide legal advice to the Zoning Board of Appeals.

Legal advice shall include but not be limited to the following areas of expertise: Open Meetings Law, Foil Law, SEQR, Zoning, Planning, Public Officer's Law, General Municipal Law, Municipal Home Rule Law, Village Law, Labor Law, Real Property Tax Law, Contracts, Ethics, Grievances, Arbitration, Litigation, Insurance, Policy Handbooks, Sexual Harassment, Workplace Environment, Water and Sewer Operations, Department of Health Laws, Watershed Topics, and among other issues that may occur in the operation of a Village.

The attorney will additionally draft and review local laws, resolutions, contracts, letters, opinions and other legal documentation and represent the Village in matters of litigation. The attorney, upon request, will attend regular Village Board meetings any Special Village Board meetings, Public Hearings and Zoning Board of Appeals Meetings and advise those Boards.

Legal advice would also include advising the Village Mayor and Village Board, when necessary, between meetings and keeping officials of the Village apprised of new legislation, recent court decisions, and other litigations that would be meaningful to the Village.

The attorney will be available for conferences, telephone consultation and special meetings with the Village Mayor and Village Board and appropriately authorized personnel.

III. EDUCATION AND EXPERIENCE

Proposal should include the education, background and experience of the primary attorney of the firm who will be advising the Village and that of any member of the firm that might be called upon to cover from time to time for the primary attorney when not available. A list of municipal clients that are or have been clients with contact names and phone numbers would be helpful.

IV. POTENTIAL CONFLICTS OF INTEREST

Any clients represented by the proposing firm that might create a conflict of interest should be disclosed.

V. INSURANCE

The firm shall, at its sole expense, acquire, continuously maintain during the period in which the firm is performing services, and provide the Village with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the firm or any of its subcontractors as a part of its performance of professional services. The firm shall agree to maintain in full force and effect during the term of the contract Workers Compensation Insurance. In addition, the firm agrees to indemnify and save harmless the Village against all liabilities, claims and demands for personal injury or property damages or other expenses suffered or arising out of or caused by any negligent acts or omissions of the firm, its subcontractors, agents, or employees incurred in the performance of its services.

VI. FEES

The attorney will be paid by the Village on a monthly basis. All requests for payment are to be submitted in detail on the appropriate voucher to be provided by the Village.

Please provide a not to be monthly retainer and an annual cap (exclusive of special counsel services including litigation, bond counsel, labor negotiations - arbitration and beyond - or other authorized special projects); the annual cap will be the agreed upon amount that if legal fees surpass, the contracted firm will still furnish required legal services, but the Village will not be obligated to pay without the Village's prior written consent.

VII. NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGEMENT

Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgement" found at the end of this document.

VIII. TERMS AND CONDITIONS

It is intended that this agreement will be for a duration of one (1) year. The agreement for legal services may be terminated by either party by thirty (30) days written notice. The agreement will provide for annual review of compensation and evaluation of performance. The agreement is non-exclusive and allows the Village to obtain legal services from other providers if, for any given project, it determines such services to be necessary.

The proposer should submit an original and (1) one copy of their proposal.

The Village reserves the right to accept or reject any or all proposals and the cost of any proposals submitted shall be the responsibility of the proposer. The Village also reserves the right to waive any minor informality in the RFP.

The attorney's/firm's proposal must be received no later than **11:00 a.m. on Thursday, November 30, 2023**.

Proposals must be submitted in a sealed package to: Office

of the Village Clerk
Village of Tannersville
1 Park Lane, PO Box 967
Tannersville, NY 12485

Envelope should clearly state on the outside "Legal Services Proposal".

All questions about the meaning or intent of the specifications shall be submitted to the Village of Tannersville in writing to the address above, or via email at voffice@hvc.rr.com.

Please take notice that proposals received after the exact time and date for submission or any exact amended or adjourned date and time, will not be accepted for consideration.

IX. RFP SCHEDULE

The anticipated schedule for the RFP is:

- Availability of RFP: Wednesday, November 1, 2023

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|--|---|
| • All questions due by email: | Wednesday, November 15, 2023 by 2pm |
| • Proposals due by mail or hand-delivered: | Thursday, November 30, 2023 by 11am |
| • Interviews anticipated: | November 30 th -December 8, 2023 |
| • Selection by Village Board (tentative): | Monday, December 11, 2023 |
| • Effective date of Appointment: | Monday, January 1, 2024 |

X. RFP REVIEW AND SELECTION PROCEDURE

A. Rating and Selection Criteria:

The Village will review proposals, conduct interviews with attorneys or firms that delivered proposals.

The contract will be awarded to the responsible Attorney/Firm who is the most qualified and whose proposal represents the best value. Past experience, professional expertise, and scope, schedule, and comprehensiveness will be used to evaluate the proposals and select the preferred attorney/firm. The Village reserves the right to authorize all or part of the work requested in this RFP.

The Village will use the following criteria to evaluate submissions:

- Quality and completeness of the proposal
- Qualifications, relevant experience and references, particularly for the Program Administrator.
- Price of proposal fitting within our municipal budget.

B. Interviews

Interviews are anticipated during the **November 30-December 8, 2023.**

C. Award

The Village of Tannersville will award a contract to the Attorney/Firm that best meets the RFP's needs and requirements. The Village reserves its right to reject any or all proposals in the best interest of the Village. The successful candidate must be ready, willing, and able to proceed and sign an agreement satisfactory in form by the Village Board.

D. Insurance

The selected consultant will provide worker's compensation and liability insurance as required, listing the Village of Tannersville as an "additional insured."

E. Other:

The Village of Tannersville is not responsible for any expenses or costs incurred by any consultant in preparing and submitting a proposal or requesting supplemental information.

**NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date

Signature

Name and Title

Name of Firm

VILLAGE OF TANNERSVILLE
VILLAGE ATTORNEY
GENERAL MUNICIPAL LEGAL SERVICES

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE VILLAGE OF TANNERSVILLE

Name of Proposer: _____

Address: _____

Telephone No.: _____ Fax No.: _____

The Reporting Entity is (please check one):

Individual _____ Corporation _____ Partnership _____

A.) Related Employees: Are any of the employees that you will use to carry out this contract with the Village of Tannersville also an officer or employee of the Village of Tannersville, or the spouse, or the child or a dependent of a Town officer or employee?

Yes _____ No _____ If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse an officer or employee of the Village? Yes _____ No _____ If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Village officer or employee, his or her spouse, child or dependent, whether as a result of a contract with the Village or otherwise. For the purpose of responding to these questions, a Village officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Village;

- b. A film, partnership or association of which such officer or employee is a member or employee;
 - c. A corporation of which such officer or employee is an officer, director or employee; and
 - d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.
2. Do any officers or employees of the Village have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes_____No _____

I am the_____ (Title or Office) of the reporting entity listed above. I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature: _____

Print Name: _____

Print Title: _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this day of _____, 202__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he, she, or they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 202__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at _____; that he/she is the (give title) _____ of the (name of _____)

corporation)_____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this day of _____, 202_____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____