

VILLAGE OF COLD SPRING
PUTNAM COUNTY

GENERAL MUNICIPAL LEGAL SERVICES

REQUEST FOR PROPOSAL

PROPOSALS DUE: June 1, 2015

David Merandy	Mayor
Marie Early	Deputy Mayor
Michael Bowman	Trustee
Cathryn Fadde	Trustee
Frances Murphy	Trustee

Issued: May 6, 2015

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It is the Village’s intention to select a single Attorney or firm to provide municipal services described under Specifications, Part 1 and Specifications Part 2. See “Instruction to Vendors” Section for details on the form of the proposal that should be submitted.

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Village of Cold Spring
Village Hall
85 Main Street
Cold Spring, New York 10516

NOTICE IS HEREBY GIVEN that the Village of Cold Spring will be accepting sealed request for proposals FOR GENERAL MUNICIPAL LEGAL SERVICES within said municipality. Request for proposals will be received by the Village Clerk at the address above until **2:00 p.m.** local prevailing time on **June 01, 2015** and then at said office shall be publicly opened and read aloud.

Copies of information for those persons submitting proposals (hereinafter, “vendors”), including Information for Vendors, General Conditions, Specifications, non-collusive bidding certification, and other documents included as part of this request for proposal (RFP) may be obtained at the Office of the Village Clerk at the address above. This information will also be posted on the Village of Cold Spring website at www.coldspringny.gov

The Village of Cold Spring, hereinafter called the “Village”, reserves the right to reject any or all proposals and to waive any formality or technicality in any request for proposal in the interest of the Village.

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal Law of the State of New York.

STATEMENT OF EQUALITY

The Village hereby notifies all persons submitting proposals that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, qualified Vendors will be afforded full opportunity to submit request for proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, age, disability or marital status in consideration for an award.

BY ORDER OF THE BOARD OF THE TRUSTEES

MARY SAARI, VILLAGE CLERK

INSTRUCTIONS TO VENDORS

REQUIREMENTS OF REQUEST FOR PROPOSAL AND DELIVERY

**ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO
AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.**

1.0 Receipt and opening of request for proposals.

The Village of Cold Spring invites proposals from qualified Attorneys with significant experience in municipal law matters, for GENERAL MUNICIPAL LEGAL SERVICES, as more fully described in the “General Conditions”, Specifications - Part 1 and Part 2. Proposals will be received at the office of the Village Clerk until the time stated in the Advertisement for Request for Proposals, and then at said place will be publicly opened and read aloud. Proposals received after the specific time will not be considered. A Proposal may be withdrawn prior to the specified time for public opening. No Proposal may be withdrawn after the time set for public opening. If the proposal is sent by mail, the Vendor shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposal received after the deadline by any delivery method will not be opened. All electronically transmitted proposals will be disqualified.

It is the Village’s intention to select a single Attorney or firm to provide municipal services described under Specifications Part 1 and Specifications Part 2.

2.0 Complete Proposals Required.

Vendors are required to provide all of the information requested in this RFP as well as any additional information or alternates requested. It is the Vendor’s responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed service in meeting the needs of the Village of Cold Spring and the evaluation criteria established in this document. While the Village of Cold Spring may solicit additional information during the evaluation of the RFP, the Village of Cold Spring will not be responsible for any omissions on the part of the Vendor. Vendors are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection. No proposal will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3.0. Number of Copies.

Vendors are requested to submit seven paper copies of their proposals and one digital copy. Digital copies must be submitted on either a CD/DVD or a USB flash drive. All digital proposals must be submitted in wpd, doc or pdf format.

4.0. Preparation of Proposal.

4.1. Sealed envelope. Each bid shall be prepared on the forms contained herein, and the required number of copies submitted in one or more sealed opaque envelope(s). The envelope shall have the following information on the outside:

(4.1.1) Proposal for “GENERAL MUNICIPAL LEGAL SERVICES” with attachments.

(4.1.2) The name and address of the person/firm submitting the Proposal.

4.2. Proposals which are forwarded by mail must be enclosed in a separate envelope addressed as follows:

Village of Cold Spring
Attn: Village Clerk
85 Main Street
Cold Spring, NY 10516

Proposal for: GENERAL MUNICIPAL
LEGAL SERVICES

4.3. Form of proposal. All blank spaces on the “Annual Fee for Legal Services Proposal Form” must be filled in. All prices provided on the Form, and accompanying sheets must be specified in both words and figures. Proposals must be signed in ink by the vendor and properly acknowledged as specified on the form. Proposals which are incomplete, conditioned or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal. Narratives or additional information provided by the vendor shall be in a legible font size, which typically shall be a 12 point font.

4.4. Non-collusion certification. Each Proposal must be accompanied by a non-collusion certification as required by General Municipal Law Section 103(d). The certification shall be signed by the Vendor. A copy of non-collusion certification is annexed hereto.

4.5. The Proposal shall include the following information:

- Sealed envelope properly labeled
- Written Proposal including all information requested under Item 5, below
- Annual Fee for Legal Services Proposal Form
- Fee Schedule and Hourly Billing Rates
- Non-collusion certification

- Vendor Information Form
- Municipal References
- Disclosure of Interests Form

5.0. Proposal Content.

On a separate sheet provide a description of your firm, the firm's capabilities and experience, including the following information:

- 5.1. Name, Address, and Telephone number of the Attorney (include local office address if different).
- 5.2. Name of Contact Person, Address and Telephone number.
- 5.3. Narrative about the history of the firm.
- 5.4. Date of inception.
- 5.5. Detailed resume of persons proposed to work directly with the Village of Cold Spring.
- 5.6. Provide detailed resumes and indicate level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP. Additionally, resumes should note any publication experiences of personnel, special training or education of personnel, etc.
- 5.7. Narrative about the resources of the Attorney.
- 5.8. A description of Clerical and Support Staff.
- 5.9. Library and Research Capabilities.
- 5.10. Technology Support – Computers, Printers and other equipment.
- 5.11. Expectations regarding adequate notice for meetings with Village personnel.
- 5.12. Any potential conflicts of interest in representing the Village.
- 5.13. Specific detailed litigation experience and include dates of when services were performed.
- 5.14. Experience with the areas of law described under “General Conditions” and “Specifications” contained herein.
- 5.15. Experience in the area of tort defense.

- 5.16. Prior jury trial experience and include dates of when services were performed.
- 5.17. Identify all municipal entities that you currently represent.
- 5.18. Identify all municipal entities that you have represented in the past seven years.
- 5.19. Other information that the proposer may wish to provide.

6.0. Reference Evaluation.

A listing of two current or recent references of similar work must be furnished along with the proposal. Include the name, telephone number, and address of a contact person who may be contacted for verification of all data submitted. The following criteria (6.1 through 6.8) shall be considered either satisfactory or unsatisfactory and will be used as relevant inquiries of each reference.

- 6.1. Overall performance: Would you hire this firm again? Did they show the skills required to complete the required tasks? Were the right attorneys assigned to the case?
- 6.2. Timetable: Were the projects completed within the specified time? Were the interim deadlines met in a timely manner? Were telephone calls returned in a timely manner?
- 6.3. Completeness: Were the attorneys responsive to client needs? Did they anticipate problems? Were the problems solved quickly and effectively?
- 6.4. Budget: Were cases resolved within the estimated cost?
- 6.5. Working Relationship: Were the attorneys readily available, knowledgeable, thorough, creative and result-oriented?
- 6.6. Written Documents: Were the court pleadings, etc. well drafted, succinct and to the point? Were they complete?
- 6.7. Litigation and Courtroom Skills: Were the attorneys effective in court, well prepared, courteous and efficient? How were they received by witnesses, attorneys, juries and judges?
- 6.8. Expertise: How strong is the attorney's expertise in terms of the state of the law, recent developments and in applying the law to the facts?

7.0. List of Attorneys.

Vendor is required to provide a listing of attorneys, along with resumes for any attorneys that will be assisting in providing legal services pursuant to this RFP, or any contract which results from this RFP.

8.0 Conflicts of Interest.

As part of your submission, list any potential conflicts your firm might have due to work being done for outside parties. This should include but not be limited to private developers working in the Village of Cold Spring or other work being done by your firm with others doing business in the Village.

9.0 Form of Proposal.

The Proposal submitted should include the following information regarding the annual cost of legal services:

- 9.1. A lump sum price to provide the services described in the “Legal Service Specifications - Part 1” section. The lump sum cost should be provided on the “Form of Proposal” provided in this RFP.
- 9.2. On a separate sheet provide a detailed hourly fee schedule showing the rates for each of the professional or clerical staff for each individual that will be provided other legal or clerical service to the Village of Cold Spring for legal services that are described in “Legal Service Specifications - Part 2”.
- 9.3. On a separate sheet provide a list of any miscellaneous costs for which the Attorney may seek reimbursement including:
 - Copying
 - Photographs
 - Overnight delivery at actual cost, however, reimbursement for overnight delivery shall not be made unless the matter is time sensitive
 - Filing fees, stenographic services, process service fees, and court costs which shall only be reimbursed at actual cost
- 9.4. Identify any exceptions to the list of out-of-pocket costs for which the Attorney may seek reimbursement, however, a reasonable cost cannot be determined at this time such as expert witness fees.

10.0 Addenda and Interpretation.

No interpretation of the meaning of the specifications or other RFP documents will be made to any vendor orally. Every request for such interpretations should be in writing addressed to the Village Clerk of the Village of Cold Spring, 85 Main Street, Cold Spring, New York, 10516, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental

instructions will be in the form of a written addendum to the specifications which, if issued, will be sent by facsimile and e-mail to all prospective vendors (at respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the proposals. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

11.0. Deviations from specifications.

Differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

12.0. Duration of Proposal.

Prices and Proposal shall remain firm and effective for at least sixty (60) days from the date of the opening of Proposals.

13.0. Proposal Price.

The prices quoted are to include the complete cost of providing the specified item including taxes, and all other incidental charges. It is expressly called to vendors attention that Proposals are to be complete in all respects and that no extras of any kind be allowed. Prices shall be quoted as written in numbers and words. Where discrepancies occur, the words will govern.

14.0. Taxes.

The Proposal price shall not include any excise or sales taxes from which the municipalities are exempt.

15.0. Municipality's reservation rights.

It is the Village of Cold Spring's intention that the Proposal will be awarded based on a combination of qualifications and Proposal price. The municipality reserves the right to select the Proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the municipality or to reject any and all Proposals and to re-advertise for Proposals. The municipality specifically reserves the right to waive any informalities of the Proposals tendered.

16.0. Liability of Errors.

While the Village of Cold Spring has used considerable efforts to ensure an accurate representation of information in this RFP, all Vendors are urged to conduct their own investigations into the material facts and the Village of Cold Spring shall not be held liable or accountable for any error or omission in any part of this RFP.

17.0. Selection of Proposal.

The Village of Cold Spring reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all.

18.0. Financial Stability.

The successful Vendor must demonstrate financial stability. The Village of Cold Spring reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

19.0. Qualifications of Vendors.

The municipality may make such investigations as it deems necessary to determine the ability of the Vendor to supply the items, and the Vendor shall furnish the municipality all such information and data for this purpose as the municipality may request. The municipality reserves the right to reject any Proposal if the evidence submitted by or investigation of such Vendor fails to satisfy the municipality that such Vendor is properly qualified to supply the items. Conditional Proposals will not be accepted.

20.0. Shortlist.

Unless there is a single successful Vendor based on the responses, the evaluation procedure will be to develop a shortlist based on the stated evaluation criteria. The shortlist of Vendors may be asked to participate in an interview/prepare a presentation and/or provide additional information prior to the final selection.

21.0. Reimbursement of RFP Costs.

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews, shall be the sole responsibility of the Vendor.

NOTE: Additional requirements may be found in the “General Conditions” and “Specifications” annexed hereto.

GENERAL CONDITIONS

The Village of Cold Spring is seeking a qualified Attorney/firm with significant experience in municipal law matters, to provide GENERAL MUNICIPAL LEGAL SERVICES. The Proposal submitted should include a lump sum price to provide the services described in the "Legal Service Specifications - Part 1" section of this RFP. On a separate sheet for each, provide a detailed schedule of rates for all partners, associates or employees, sheet for legal services described in "Legal Service Specifications - Part 2". Finally, Vendors should include a list of any miscellaneous costs for which the Attorney may seek reimbursement.

The following General Conditions apply to all Vendors, all Proposals submitted in response to this RFP, and all subsequent contracts:

1.0 Qualifications of Vendor.

- 1.1. The Successful Vendor shall be an Attorney, duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of 5 years experience. The Village expects that all legal work will be done by, or under the direct supervision of an Attorney with the aforementioned qualifications. The Attorney shall be personally and corporately responsible for the actions of his or her legal staff. For purposes of this Request for Proposal, the term Attorney shall also mean a qualified law firm including all partners and/or associates of the firm, with not less than one-half of the Attorneys of the firm duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of 5 years experience.
- 1.2. In the performance of the services requested, the Attorney shall be an independent contractor. The Attorney shall perform the services on behalf of the Village, however, the Attorney shall agree that neither it, nor its employees, agents, contractors, and/or subcontractors will hold themselves out as, nor claim to be, officers or employees of the Village of Cold Spring, or of any of its departments, agencies, or units thereof.

2.0 Limitations on Work during Tenure.

- 2.1. The consulting Attorney must agree not to perform any private consulting work representing any individual or corporation making application to, or appearing before any Board or other instrumentality within the Village of Cold Spring while serving as Village Attorney.
- 2.2. Attorney shall not employ independent consultants, associates, or subcontractors to represent or provide legal services to the Village of Cold Spring or any instrumentality thereof, without the express consent of the Village.
- 2.3. The Village of Cold Spring shall not be responsible for any physical injuries or death to the Attorney's agents, servants, or employees or to any other person or for damage to any property sustained during the consulting Attorney operations and work under any

subsequent contractual agreement between the Village and the consulting Attorney resulting from any omission of action, commission of acts or error in judgment of any of the Attorney's employees, agents, servants, or independent contractors or sub-contractors. The Village shall not be responsible for the safety and protection of the consulting Attorney's employees. The consulting Attorney shall hold harmless and indemnify the Village from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the consulting Attorney, its officers, trustees, employees, agents, servants, or independent contractors or subcontractors to the extent set forth in the Insurance Requirements, contained in this request for Proposals.

3.0 Contract.

3.1 Acceptance of Proposal. The Village of Cold Spring may at its option notify a Vendor in writing that its proposal has been accepted and such acceptance shall at the Village of Cold Spring's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Vendor shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Village of Cold Spring has delivered either a signed notice in writing to the Vendor or a fully executed written Contract to the Vendor.

3.2. The Village desires to enter into a professional services Contract as the "Contract" for legal services. Within twenty-one days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract for the performance of the service identified in this Proposal.

3.3 Unless otherwise agreed for a specific task and based on time and material in accordance with the submitted hourly fee schedule, compensation for services rendered will be annual lump-sum fee submitted by Attorney in response to this RFP, paid in twelve equal installments. For specific legal services not covered under the "Specifications" list of services for which a lump sum proposal has been submitted, the Village may request a fixed fee or a not-to-exceed fee on any given project, subject to any conditions and exceptions agreed to by the parties.

3.4 Duration. It is intended that this Contract will be for a duration of one year with up to two (2) one year extensions. The Contract for legal services may be terminated by either party by thirty days written notice. The Contract will provide for annual review of compensation and evaluation of performance. The Contract is nonexclusive and allows the Village to obtain legal services from other providers if, for any given project, it determines such services to be necessary.

3.5 Contractual Relationship. No contractual relationship that results from this request for this proposal shall impose any liability or duty on the Village of Cold Spring for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist,

trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits and social security.

- 3.6 Use of Other Legal Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Village's rights and abilities to use other Attorneys to provide legal services for any reason.
- 3.7 Payment. Not more frequently than monthly the successful Vendor shall submit an invoice for payment of services. The invoice shall include a portion of the annual fee for services accepted by the Village Board of the Village of Cold Spring. The annual fee shall be paid in twelve equal installments. The invoice shall also include a detailed description of all additional services rendered by the Attorney or the Attorney's staff for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The Attorney and any other individual being invoiced shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. The invoice shall be accompanied by a Village of Cold Spring voucher form, completed in all respects by the Attorney seeking payment. No invoice shall be submitted, and no compensation shall be paid for work that was completed three months prior to the date that the invoice was received by the Village of Cold Spring.
- 3.8 Negotiation Delay. If any contract cannot be negotiated within sixty (60) days of notification to the designated Vendor, the Village of Cold Spring may terminate negotiations with that Vendor and negotiate a contract agreement with another Vendor of its choice.
- 3.9 Subcontracting. The successful Vendor shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Village of Cold Spring.
- 4.0 General Requirements of Services.
 - 4.1. The Attorney shall provide monthly billing statements based on logs kept by any individual for which payment is sought, which clearly indicate personnel and work performed, with dates and hours, categorized for each item on the list of services.
 - 4.2. The selected Attorney will be expected to provide the Village with copies of all work product without limitation which shall include legal opinions, reports, analyses, correspondence, and any other documents produced in connection with the consulting relationship with the Village in printed form as well as in electronic form, as requested. The Village shall own all rights, title and interest, including all copyrights and intellectual property rights, to all documents that are created in connection with the consulting relationship with the Village. The Attorney shall provide all material prepared for each

work project to the Village directly. No information shall be released to any party other than the Village without the approval of the Village.

5.0 Insurance.

- 5.1. It is a requirement of the Village of Cold Spring that the Vendor shall procure and maintain at his own expense, and without expense to the Village of Cold Spring, the insurance specified in 5.2 below to the extent applicable, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP.
- 5.2. The consulting Attorney, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to:
 - 5.2.1. Worker's compensation insurance;
 - 5.2.2. Comprehensive general insurance;
 - 5.2.3. Automobile liability insurance (including contractual liability coverage);
 - 5.2.4. Professional liability insurance;
 - 5.2.5. Minimum wage requirements;
 - 5.2.6. Unemployment insurance requirements of the Labor Law;
 - 5.2.7. Federal and state employment taxes.

6.0 Miscellaneous Provisions.

- 6.1. Compliance With Laws. This RFP and any contract entered into between the Vendor and the Village of Cold Spring shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Vendor shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Village of Cold Spring to terminate any contract.
- 6.2. Labor Law, Prevailing Wages. The successful Vendor, at its sole cost and expense, shall comply with all provisions of the New York State Labor Law, especially as it pertains to the payment of prevailing wages including, without limitation, Articles 8, 8-A and 9 thereof, the lien of law, the worker's compensation law and all other laws or ordinances affecting this Contract.
- 6.3. Employees. Each employee of the successful Vendor shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence, as evidenced by an alien registration receipt card. The Vendor will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times.

6.4. The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.

6.5. Record Keeping. The selected Attorney under contract to provide legal services shall maintain complete legal records and files on any matter in which they have rendered services to the Village. All such records compiled by the Attorney pursuant to any contract in furtherance of this RFP shall revert to the Village of Cold Spring upon termination of the contract, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all similar recorded data.

7.0 General Scope of Services

7.1. The successful Vendor shall have substantial knowledge and experience in the interpretation and application of state and federal laws as they relate to municipal corporations, municipalities.

7.2. The successful Vendor shall have knowledge of Roberts Rules of Order as it relates to Parliamentary duties at public meetings.

7.3. The successful Vendor shall have experience in all aspects of contract law.

7.4. The successful Vendor shall have experience in the New York State Environmental Quality Review Act, otherwise known as SEQRA.

7.5. The successful Vendor shall maintain a knowledge of issues facing the Village of Cold Spring and be prepared to offer legal opinions.

LEGAL SERVICE SPECIFICATIONS PART 1 & PART 2

The Village is seeking Proposals from qualified Attorneys to provide general municipal legal services to the Village of Cold Spring, including legal services to the Board of Trustees, Planning Board, Zoning Board of Appeals, Historic District Review Board, Highway Department, Building Department, Water and Wastewater Department and such other departments as may be requested.

1. For those vendors wishing to submit a proposal to provide general municipal legal services, proposals should include:
 - 1.1. A lump sum proposal for providing legal services identified under Legal Service Specifications - Part 1, for a twelve (12) month duration. The lump-sum proposal should include all staff time to complete the tasks, including any research required.
 - 1.2. A schedule of hourly rates for all personnel of the Attorney or firm. This should be provided for those legal services identified under Legal Service Specifications - Part 2.

A general description of services for Legal Service Specifications - Part 1 is provided below.

1. General Advice to the Various Boards and Management Staff. Provide general advice and opinions on a variety of legal issues involved in the operation of municipal government to the elected officials, appointed officials and management staff. This would include, but not be limited to, interpretation of municipal laws and regulations, drafting and/or reviewing competitive procurement instruments, and drafting legal documents such as contracts and indemnification agreements. The Attorney will be expected to issue written legal opinions to the Village at the agreed upon time.
2. Attendance at Board Meetings. The Attorney shall annually attend meetings sufficient in number to meet the needs of the Village Board of Trustees to provide guidance and legal advisory opinions on legal issues that may arise.
 - 2.1. The Attorney shall prepare, or assist in the preparation of all resolutions and motions for Village Meeting action.
 - 2.2. The Attorney shall act as Parliamentarian during meetings.
3. Freedom of Information and Open Meetings Law. The Attorney shall provide written advisory opinions to elected officials, appointed officials and management staff when requested on issues involving Public Officers Law, Article 6 and Article 7.
4. Ethics and Conduct. The Attorney shall provide written advisory opinions to elected officials, appointed officials and management staff when requested on issues involving

General Municipal Law Article 18. When requested, the Attorney shall counsel individuals on ethics, conflict of interests or conduct within the workplace.

5. Coordination with Other Legal Service Contractors. Lead in the identification, selection and management of legal services to be rendered by independent special counsel.
6. Proactive Legal Advice. Keep abreast of changes in law and other factors impacting municipal government. Provide guidance to department managers and others through memoranda on matters that will improve understanding of legal issues and municipal operations.
7. Contracts. Prepare, or assist in preparing Contracts and Professional Service Agreements for contractors and vendors providing services to the Village of Cold Spring. Review on behalf of the Village of Cold Spring contracts provided by others including, but not limited to, State Agencies.
8. Public Construction. Advise on legal issues regarding designing, bidding, constructing and managing public facilities.
9. Local Laws and Ordinances. The Attorney shall prepare, or assist in the preparation of local laws and ordinances requested by the Village Board.
10. Highway Department. The Attorney shall provide legal opinions to the Highway Department as requested, and periodically prepare on behalf of the Department such correspondence as may be requested.
11. Planning Board. Provide legal support services to the Planning Board as requested, including but not limited to providing legal advisory opinions, administrative issues and interpretation of the Village of Cold Spring Code.
 - 11.1. Meeting Attendance and Participation: The selected Attorney will be expected to attend Planning Board meetings as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the Planning Board.
 - 11.2. Prepare, or assist in the preparation of resolutions as may be requested.
 - 11.3. Provide guidance to the Planning Board in interpreting and writing Planning Board decisions.
12. Zoning Board of Appeals (ZBA). Provide legal support services to the ZBA as requested, including but not limited to providing legal advisory opinions, and administrative issues and interpretations of the Village of Cold Spring Code and related state and federal laws.
 - 12.1. Meeting Attendance and Participation: The selected Attorney will be expected to attend ZBA meetings as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the ZBA.
 - 12.2. Prepare, or assist in the preparation of resolutions as may be requested.

- 12.3. Provide guidance to the ZBA in interpreting and writing ZBA decisions.
13. Historic District Review Board (HDRB). Provide legal support services to the HDRB as requested, including but not limited to providing legal advisory opinions, and administrative issues and interpretations of the Village of Cold Spring Code and related state and federal laws.
 - 13.1. Meeting Attendance and Participation: The selected Attorney will be expected to attend HDRB meetings as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the HDRB.
 - 13.2. Prepare, or assist in the preparation of resolutions as may be requested.
 - 13.3. Provide guidance to the HDRB in interpreting and writing HDRB decisions.
14. Code Update Committee. Provide legal support services to the Code Update Committee as requested, including but not limited to providing legal advisory opinions, administrative issues and interpretation of the Village of Cold Spring Code.
 - 14.1. Meeting Attendance and Participation: The selected Attorney will be expected to attend Code Update Committee meetings, as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the Code Update Committee.
 - 14.2. Prepare, or assist in the preparation of resolutions as may be requested.
15. Building Department. Provide legal support services to the Building Department as requested, including but not limited to providing legal advisory opinions, and interpretation of the Village of Cold Spring Code.

A general description of services for Legal Service Specifications - Part 2 is provided below.

1. Intentionally Omitted.
2. Collective Bargaining and Labor Relations. Not subject to this RFP.
3. General Litigation and/or Lawsuits. Provide for the defense of the Village of Cold Spring, its Boards, Departments, elected officials, appointed officials, and employees against any general litigation or lawsuits filed against same in the performance of their duties.
4. Defense of Claims. The Attorney shall protect the interests of the municipality in defending against claims for damages. These include claims for damages resulting from defects in a public way, the backup of sewerage or flooding of stormwater, or injuries on Village lands. A complete understanding of the Village's insurance coverages and availability for financial participation in the defense and/or payment of claims is necessary.
5. Legal Proceedings. Represent the Village before all courts and governmental agencies which the Village is likely to appear in the usual pursuit of its municipal functions.

6. Utility Operation and Regulation. Be knowledgeable concerning, and represent the interests of the Village pursuant to federal and state utility regulations. Assist in the negotiation of any franchise agreements.
7. Easements and Acquisitions. The Attorney shall assist in the acquisition of drainage easements by, and on behalf of the Highway Department, or such other easements as may be requested by the Village Board. The Attorney shall prepare such documents as may be necessary and complete any filings for the acquisition of any real property by the Village of Cold Spring.
8. Special Districts. The Attorney shall prepare such documents as may be necessary, complete any filings needed and otherwise assist in the formation of special districts.
9. Planning Board Services. Provide legal support services to the Planning Board. The selected consulting Attorney will provide written legal opinions of and answer inquiries relating to site plans, subdivision plans, land improvement plans, land disturbance plans, and construction plans (collectively “development plans”) for projects proposed by applicants to be developed in the Village of Cold Spring.
 - 9.1. Prepare, or assist in the preparation of easements, including but not limited to drainage easements, water easements and conservation easements.
 - 9.2. Oversee and assist in the formation of any deed transferring ownership of any parcels or lots to or from the Village of Cold Spring, by means of fee-simple or as otherwise determined appropriate by the Village.
 - 9.3. Review title reports.
 - 9.4. Advise on the meaning and application of the Village Code, or any State or federal laws.
 - 9.5. The consulting Attorney may be requested to meet with Village Hall personnel from time to time, or to assist Village personnel in meetings with developers and property owners to discuss proposed projects.
 - 9.6. The consulting Attorney may be requested to meet with developers and property owners from time to time to discuss proposed projects.
 - 9.7. The Attorney will be expected to review plans, reports and other materials submitted to the Planning Board related to any legal issues in a timely manner, without unreasonable delays. The attorney will be expected to identify additional information required from the applicant, and recommend courses of action, as required. Materials are typically submitted two weeks prior to the regular meeting.
 - 9.8. The Attorney will be expected to issue written legal opinions to the Village at the agreed upon time.
10. Historic District Review Board Services. Provide legal support services to the HDRB. The selected consulting Attorney will provide written legal opinions of and answer

inquiries relating to projects proposed by applicants to be developed in the Village of Cold Spring.

11. Zoning Board of Appeals Services. Provide legal support services to the ZBA. The selected consulting Attorney will provide written legal opinions of and answer inquiries relating to projects proposed by applicants to be developed in the Village of Cold Spring.

**ANNUAL FEE FOR LEGAL SERVICES PROPOSAL FORM
IN ACCORDANCE WITH SPECIFICATIONS
FOR
GENERAL MUNICIPAL LEGAL SERVICES**

TO: VILLAGE OF COLD SPRING, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

_____ AND BEING
RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME, AGREES TO
FURNISH PROFESSIONAL SERVICES TO PROVIDE GENERAL MUNICIPAL LEGAL SERVICES
IN ACCORDANCE WITH THE "SPECIFICATIONS" CONTAINED IN THE REQUEST FOR
PROPOSAL DOCUMENTS, THE PROPOSAL SUBMITTED BY MY FIRM, AND THE SCHEDULE
OF FEES ATTACHED HERETO.

1. BID PROPOSAL - LUMP SUM AMOUNT

BID AMOUNT (IN NUMBERS) \$ _____

BID AMOUNT (IN WORDS) _____

**2. ALSO ATTACH FEE SCHEDULE AND HOURLY BILLING RATES TO THIS PAGE
FOR ADDITIONAL WORK DESCRIBED UNDER THE GENERAL CONDITIONS.**

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS (ATTACH AN
ADDITIONAL PAGE IF REQUIRED)

1. _____

2. _____

UPON ACCEPTANCE OF THIS PROPOSAL, VENDOR AGREES TO COMPLY IN ALL RESPECTS
WITH THE SPECIFICATIONS AS INDICATED.

DATED: _____

LEGAL NAME OF PERSON/FIRM/CORP.

BY: _____

STREET

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

GENERAL MUNICIPAL LAW: Section 103(d)
“NON-COLLUSIVE BIDDING CERTIFICATE”

1. By submission of his bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:
 - a. The prices in this bid 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 bidder, with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

By

Address

Accepted

Date

VENDOR INFORMATION FORM

Legal Company Name: _____

Address: _____

Federal Employers ID No. _____

Telephone Number: _____ Fax Number: _____

If the Vendor is a Corporation, List the following:

Names of Officers:

Legal Residence:

If the Vendor is a firm or Partnership, List the following:

Names of Members of Partners:

Legal Residence:

If the Vendor is an Individual, List the following:

Name:

Legal Residence:

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO
THE VILLAGE OF COLD SPRING**

Name of Vendor: _____

Address: _____

Telephone: _____ Fax: _____

The Reporting Entity is: (Please check one)

_____ Individual _____ Corporation _____ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Village of Cold Spring also an officer or employee of the Village of Cold Spring, or the spouse, or the child or dependent of a Village 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 the 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 firm, 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 _____

If yes, please provide details:

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 and title

