

TO: Legal Advertising, Times Herald Record  
FROM: Desiree Potvin, Woodbury Town Clerk Acct 500094001  
DATE: February 18, 2022

Kindly publish the below in your next available issue and please send me an affidavit of publication.  
Thank you.

**REQUEST FOR CONSULTANT PROPOSALS  
TOWN OF WOODBURY**

NOTICE IS HEREBY GIVEN that sealed Requests for Proposal will be received at the Office of the Town Clerk, Town of Woodbury, 615 Route 32, Lower Level, Highland Mills, New York, 10930 at 2PM on March 25, 2022, for the following: Professional Engineering Consultant Services; General Counsel Services; Labor Counsel Services.

Beginning February 18, 2022, copies of the Request for Proposal will be available from the Town (i) in hard copy at the Town Clerk's Office (address above) between the hours of 8:30 AM - 3:30 PM, Monday through Friday, (ii) by e-mail request to [dpotvin@woodburyny.us](mailto:dpotvin@woodburyny.us) (iii) as a download from the Town's Website at [www.townofwoodbury.com](http://www.townofwoodbury.com)

The awarding authority for this contract is the Town Board of the Town of Woodbury. The Town Board reserves the right to reject any and all submittals of proposals and abandon the proposal or may reject all submittals and re-advertise at a future date.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF WOODBURY  
DESIREE POTVIN, TOWN CLERK

**TOWN OF WOODBURY REQUEST FOR PROPOSALS:  
GENERAL COUNSEL FOR THE TOWN  
LABOR COUNSEL FOR THE TOWN**

DUE DATE: March 25, 2022 – 2PM – Town Clerk’s Office, 615 Route 32, Highland Mills

**INSTRUCTIONS TO APPLICANTS  
REQUIREMENTS OF REQUEST FOR PROPOSAL AND DELIVERY**

The Town Board of the Town of Woodbury (the "Town") invites qualified firms or individuals to submit proposals for legal services to the Town of Woodbury. Proposals will be accepted until 2:00PM on March 25, 2022, submitted to the Town Clerk, 615 Route 32, PO Box 1004 Highland Mills, NY 10930 or [dpotvin@woodburyny.us](mailto:dpotvin@woodburyny.us). Proposals received after that time will not be considered. No proposal may be withdrawn after the time set for public opening.

The Town reserves the right to hire multiple attorneys or firms to provide the various services described under the specifications herein.

**Complete Proposals Required**

Applicants are required to provide all of the information requested in this RFP as well as any additional information or alternatives requested. While the Town may solicit additional information during the evaluation of the proposals submitted pursuant to this RFP, the Town will not be responsible for any omissions on the part of any applicant. Applicants are cautioned to read the requirements carefully and follow the response format of this Request for Proposals, 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.

**Preparation of Proposal**

- a) If submitting physical copies – Each proposal shall be submitted in one or more sealed opaque envelope(s) and shall have printed on the outside the proposal type the submission is for (Labor Attorney or General Counsel) together with the name and address of the person/firm submitting the Proposal. One bound and one unbound paper copy should be included
- b) If submitting electronically – Each proposal should be submitted in a PDF format by email to the Town Clerk at [dpotvin@woodburyny.us](mailto:dpotvin@woodburyny.us) and the subject field should indicate which proposal type the submission is for (Labor Attorney or General Counsel).
- c) Non-collusion certification. Each proposal must be accompanied by a non-collusion certification, signed by the applicant, as required by General Municipal Law Section 103(d). A copy of a sample non-collusion certification is annexed hereto.

**Proposal Content**

On a separate sheet, the applicant must provide a description of its capabilities and experience, including the following information:

- a) Name, mailing address, email address and telephone number of the consultant(s) – include local office address if different.
- b) Name, mailing address, email address and telephone number of a contact person.
- c) Narrative describing the history of the firm/practice, including date of inception.
- d) Detailed resumes (professional staff only) for each person including level of responsibility, educational qualifications and previous work assignments that relate to this RFP.

- e) A description of clerical and support staff and library and research capabilities.
- f) Technology support—computers, printers and other equipment.
- g) An outline of the ability to provide the Town with digital files throughout all projects.
- h) Any potential conflicts of interest in representing the Town.
- i) Detailed statement of experience in the areas of law described under "General Conditions" and "Specifications" contained herein.
- j) List of all municipal entities currently represented or represented in the past seven years.
- k) Statement of capacity to successfully prioritize and commit to Town tasks/projects and to complete required services, including the scheduling of staff resources.
- l) Demonstration of capacity to control costs.
- m) Other information that the proposer may wish to provide.

**Reference Evaluation**

A listing of five current or recent references of similar work must be furnished along with the proposal. For each reference, include the name, telephone number, mailing address and email address of a contact person who may be contacted for verification of all data submitted.

**Form of Proposal**

The proposal submitted should include the following information regarding the cost of services:

- a) A detailed hourly fee or fixed rate schedule showing the rates for each legal service described in "Service Specifications" herein.
- b) A list of any miscellaneous costs for which the consultant may seek reimbursement, including (a) copying; (b) photographs; (c) overnight delivery at actual cost [Note: reimbursement for overnight delivery shall not be made by the Town UNLESS the matter IS TIME-SENSITIVE]; filing fees; stenographic services; process service fees; and court costs, which shall only be reimbursed at actual cost.
- c) Identification of exceptions, if any, to the list of out-of-pocket costs for which the attorney may seek reimbursement but for which a reasonable cost cannot be determined at time of submission of proposal, such as expert witness fees.

**Addenda and Interpretations**

No interpretation of the specifications or other RFP documents will be made to any applicant orally. Requests for interpretations must be in writing addressed to the Town Clerk of the Town of Woodbury, PO Box 1004, Highland Mills, NY 10930 or [dpotvin@woodburyny.us](mailto:dpotvin@woodburyny.us), and 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, not later than three (3) days prior to the date fixed for the opening of the proposals, by email to all prospective applicant at the respective email addresses furnished for such purposes. Failure of any applicant to receive any such addendum or interpretation shall not relieve such applicant from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

**Duration of Proposal**

Proposals and cost schedules shall remain firm and effective for at least ninety days from the date of the opening of proposals.

**Liability for Errors**

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

**Reimbursement of RFP Costs**

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

## **GENERAL CONDITIONS**

The following General Conditions apply to all applicant, all proposals submitted in response to this RFP, and all subsequent retainer agreements.

### **Qualifications of Applicant**

- 1) The successful applicant shall be (1) an attorney, duly admitted to practice law in the State of New York, with a current and valid registration and at least 5 years' experience, or (2) a law firm with attorneys having the same qualifications
- 2) In the performance of the services requested, the attorney shall be an independent contractor.

### **Limitations on Work During Tenure**

The attorney must agree not to represent any party making application to or appearing before any Board, Justice Court, or other instrumentality within the Town while serving as Attorney to the Town. The attorney shall not employ independent consultants or subcontractors to represent or provide legal services to the Town or any instrumentality thereof without the express written consent of the Town.

### **Retainer Agreement**

- a) Acceptance of Proposal – No applicant shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Town has delivered either a signed notice in writing to the applicant or a fully-executed written Retainer Agreement to the applicant.
- b) Duration – It is intended that the retainer agreement for legal services will be effective for a duration of two years and may be extended at the Town's sole option for additional two-year terms. Such retainer agreement may be terminated by either party by one hundred twenty (120) days' advance written notice. The retainer agreement will provide for annual review of compensation and evaluation of performance. The contract is nonexclusive and allows the Town to obtain legal services from other providers if, for any given project, it determines such services to be necessary.
- c) Payment – The chosen attorney/firm shall submit an invoice for payment of services once a month and shall include a one-twelfth (1/12) annual fee for services accepted by the Town Board of the Town. The invoice shall also include a detailed description of all additional services rendered by the attorney or the attorney's staff for the preceding 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 seeking payment, 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 Town voucher form, completed in all respects by the attorney seeking payment.
- d) Assignment – The chosen attorney/firm shall not assign or transfer any part of the retainer agreement, or any right or privilege granted hereunder.

### **Insurance**

- a) The Town requires that applicants provide with their proposal certificates of insurance verifying coverage, as well as a letter from the applicant's insurance carrier acknowledging that the applicant is able to comply with all insurance requirements.
- b) During the term of its contract with the Town, the attorney/firm shall maintain, at its own sole expense, and without expense to the Town of Woodbury, the minimum insurance as outlined below:

- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the insurance includes a general aggregate limit, that limit shall apply separately to the contract with the Town, or it shall be at least twice the required per-occurrence limit
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Workers' Compensation and Employers' Liability as required by New York State law.
- Professional Liability and Errors & Omissions Insurance with a limit not less than \$1,000,000 per occurrence, and \$5,000,000 in aggregate.
- Deductibles and Self-Insured Retention: Deductibles or self-insured retention must be declared to and approved by the Town. At the option of the Town, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the Town, its officers, officials, employees and volunteers; or the attorney/firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **Miscellaneous Provisions**

- a) Compliance with Laws. This RFP and any retainer agreement entered into between the applicant and the Town of Woodbury shall be governed by and in accordance with the laws of the State of New York and the United States of America. The attorney 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 Town of Woodbury to terminate any retainer agreement.
- b) The attorney/firm shall provide its own electronic equipment, library and clerical, professional and support staff necessary to provide the services described herein.
- c) Recordkeeping. The selected attorney under contract to provide legal services shall maintain complete legal records and files on any matter in which he or she has rendered services to the Town. All such records compiled by the attorney pursuant to any contract in furtherance of this RFP shall revert to the Town upon termination of the contract, including but not limited to written determinations and/or interpretations, pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all similar recorded data.

### **GENERAL COUNSEL SERVICES SPECIFICATIONS**

The following are the primary responsibilities for general counsel legal services the Town requires:

- a) Provide legal support services to the Town as requested, including but not limited to legal advice and opinions on a variety of legal issues, and interpretation of the Town Code and related state and federal laws.
- b) Attend Town Board regular monthly meetings, and other meetings as may be periodically requested, at which time the attorney shall be prepared to respond to questions on matters before the Town Board and provide guidance and legal advisory opinions on legal issues that may arise.
- c) Review, analyze and advise on any applications/issues before the Town Board
- d) Prepare, or assist in the preparation of resolutions as may be requested.
- e) Interface, when necessary, with the Town Board and Town consultants.
- f) Promptly return all calls, emails and communications from the Town Board and the staff of the Town.

**NON-COLLUSIVE PROPOSAL AFFIDAVIT**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal on this RFP (hereinafter "project"), or if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest that:

- 1) The price(s) and amount of this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, applicant, or potential applicant;
- 2) Neither the price(s) nor the amount of this applicant have been disclosed to any other firm or person who is an applicant or potential applicant on this project, and will not be disclosed prior to applicant opening;
- 3) No attempt has been made nor will be made to solicit, cause, or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal, or other form of complementary proposal;
- 4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal;
- 5) My firm has not offered nor entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project;
- 6) My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project; and
- 7) I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone Number and Email Address

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to me before this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF WOODBURY**

Name of Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The reporting entity is: {Please check one}  Individual  Corporation  Partnership

A. Related Employees – Are any of the employees who will carry out this contract with the Town of Woodbury also an officer or employee of the Town of Woodbury, or the spouse, child or dependent of a Town officer or employee? Yes  No  If yes, please provide details:

\_\_\_\_\_  
\_\_\_\_\_

B1. Related Owners – If you are the owner of the firm, are you or your spouse an officer or employee of the Town? Answer: Yes  {If yes, please provide details below} No  Not Applicable

\_\_\_\_\_  
\_\_\_\_\_

B2. Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? The word "interest" as used in the foregoing questions shall mean a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, or his or her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town 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 Town
- 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.

Answer: Yes  {If yes, please provide details below.) 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.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Sworn to me before this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public