

TOWN of WESTON, CONNECTICUT



Incorporated 1787

## TOWN OF WESTON REQUEST FOR PROPOSALS FOR TOWN ATTORNEY

~ *RESPONSES DUE BY NOON (EST) ON FRIDAY, FEBRUARY 16, 2018* ~

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### OVERVIEW:

The Town of Weston, Connecticut (hereinafter “the Town” or “Town”) seeks proposals for Town Attorney services from interested law firms with a minimum of seven (7) years of experience representing Connecticut municipalities. In accordance with Town Charter, Town Attorney is appointed by the Board of Selectmen for a two year term. It is anticipated that Town Attorney will be selected and in place on or before April 5, 2018. The Town anticipates that submitted proposals will identify a lead Town Attorney who is primarily responsible for legal services to the Town and will be appointed Town Attorney under the Town Charter. In addition, depending on the size, structure, specialties and preferences of the proposing firm, one or more additional attorneys may be identified to provide legal services in one or more of the practice areas defined below.

The successful respondents(s) will provide legal representation *in* the following areas:

- General Municipal: Provide legal counsel and defense to the Town on general and municipal issues including contracts, ordinances, policies, procedures, freedom of information, and constitutional matters.
- Land Use: Provides legal counsel and defense to the Town’s Planning and Zoning Commission, Zoning Board of Appeals, and Conservation Commission (Inland Wetlands Agency), and Land Use Department staff on issues related to development applications, permitting, enforcement, regulations, policies and procedures.
- Labor/Employment: Provide legal counsel on matters relating to employment. The Town has four collective bargaining units, each with contracts expiring on June 30, 2018. The Town Attorney provides support throughout negotiations, as well as representation for most grievances and litigation.

- Revenue Collection: Provide legal counsel for collection of unpaid property taxes. Effectuate tax sales and litigation, as necessary.
- Tax Appeals: Provide legal counsel and defense to the Town's Tax Assessment Department and Board of Assessment Appeals.

**SCOPE OF SERVICES:**

1. Provide legal advice, training, consultation, and opinions to the First Selectman and Town Administrator, Boards and Commissions and all levels of the Town government (with the specific exception of the Board of Education), on a wide variety of matters. The Town Attorney's advice includes methods to avoid litigation.
2. Furnish legal representation at Town Meetings, The Annual Town Budget Meeting, Board of Selectmen meetings and at other meetings on an as-needed basis.
3. Appear for and protect the rights of the Town in all actions, suits, or proceedings brought by or against it or any of its Officials, Boards, Commissions or committees.
4. Prepare and review ordinances and resolutions, contracts and other documents for legal accuracy and acceptability as well as approval as to legal form.
5. Assist Town officials and employees to maintain awareness of ethical standards, appearance of fairness standards, to avoid potential conflicts of interest, prohibited transactions, and the appearance of prohibited transactions.
6. Assist officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
7. Provide the Board of Selectmen, First Selectman, Town Administrator, and Staff legal perspective and counsel on various governmental issues.
8. Provide legal services required for real estate transactions, when necessary.
9. Counsel employees on enforcement of Town ordinances, of Town policies and enforcement of Town building, subdivision, floodplain management, inland wetlands codes and regulations.
10. Furnish legal opinions upon request, and draft all legal documents and instruments required for the normal operation of the Town.
11. Provide written update on new or existing State or Federal legislation or judicial decisions impacting the Town and suggest action or changes in operations or procedures to assure compliance.
12. Provide advice and representation on Freedom of Information Act issues, records retention and privacy issues.
13. Represent the Town in employment related proceedings such as mediation, arbitration, administrative hearings and litigation.
14. Meet with Town Employees and Town Officials in person in Weston on a regular basis.

**MINIMUM QUALIFICATIONS:**

- A. Each attorney on the proposed team must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association;

- B. Each attorney on the proposed team must be a member in good standing of the Connecticut State Bar; and
- C. The proposed designated Town Attorney must have a minimum of seven (7) years experience in the field of municipal law.

**REQUESTED INFORMATION:**

- A. Firm Background
  - 1. Brief history of firm, including the nature of practice
  - 2. Office location(s)
  - 3. Describe malpractice insurance coverage: carriers, limits, and exemptions
  - 4. Statement of any malpractice claims and/ or ethics complaints filed against your firm or firm's attorney(s) over the last five (5) years and the status or outcomes of such action. Indicate whether the action is pending or is currently under review by the Statewide Grievance Committee
- B. Information about attorneys that would provide services to the Town of Weston
  - 1. Name, academic training and degrees, bar admissions
  - 2. Description of the area of practice for which the attorney is proposed, and relevant experience in such practice area, including municipal work experience
- C. List of municipalities your firm currently represents and a description of services provided
- D. List of municipalities your firm has represented at any time over the last five (5) years, including the dates of service, and a description of services provided
- E. State the number and general description of training seminars for Town staff, Boards and Commission that Town Attorney would sponsor on a yearly basis at no cost to the Town
- F. Conflict of Interest
  - 1. Indicate whether any associates or partners of your firm represent clients whose business or personal matters may conflict with your ability to provide legal services to the Town. In doing so, please identify the manner in which you would propose to resolve such conflicts.
  - 2. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.
  - 3. Identify any business or familial relationship between any attorney of your firm and the Town, the Town Administrator or any current elected official of the Town
- G. Fees

Respondents must complete the Fee Proposal Summary. Regardless of the data submitted in the Fee Proposal summary, the Town requests monthly billing statements that do the following:

- 1. Itemize the date of services

2. Identify the attorney and/ or support personnel providing the services
3. List time spent
4. Provide a description of services performed
5. State the fees for those services (if any)

#### **EVALUATION AND SELECTION PROCESS:**

All proposals will be screened. Top candidates will be selected for interview. In reviewing the proposals, the Town will carefully weigh:

- a) Experience and expertise in the practice of law, most specifically in municipal law in Connecticut;
- b) Capability to perform legal services promptly and in a manner that permits the elected and appointed officials and employees to meet established deadlines and to operate in an effective and efficient manner;
- c) Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems;
- d) Communication skills;
- e) Cost of services; and
- f) Other qualifications/ criteria as deemed appropriate by the Town.

The Legal Review Committee will conduct interviews of the top respondents and pass on its recommendations to the Board of Selectmen. The Town will negotiate the terms and conditions of a contract with the firm(s) selected, including but not limited to provisions such as: (a) requiring the selected individual(s) and/ or law firm(s) to maintain general liability, automobile, workers compensation and errors and omissions insurance; (b) requiring the selected individual(s) and/ or law firm(s) to indemnify the Town; (c) providing that the Town Attorney is an independent contractor serving at the will of the Board of Selectmen; and (d) allowing the Town to terminate the agreement, at its sole discretion, upon the provision of notice.

#### **GENERAL RFP INSTRUCTIONS AND CONDITIONS:**

Proposal Submittals: Proposals must be **received** by Weston Town Administrator Jonathan Luiz in a sealed envelope no later than Noon, EST, on Friday, February 16, 2018. Proposals should be mailed or hand-delivered to the following address: Town Administrator, Weston Town Hall, 56 Norfield Road, Weston, CT 06883. Sealed envelopes will be opened in public on Friday, February 16, 2018 at 12:01 PM, EST in the Town Hall Meeting Room. Sealed envelopes should contain one hard copy of the proposal.

Pre-Proposal Conference: A pre-proposal conference is not scheduled. Questions about this RFP should be sent via email to [jluiz@westonct.gov](mailto:jluiz@westonct.gov)

Exceptions to RFP: Any and all exceptions of the Respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the Respondent. The Town reserves the sole right to reject proposals which contain exceptions that are unacceptable.

Acceptance of Proposals: The Town reserves the right to accept and reject any and all proposals and to waive informality, technical defect, or clerical error in any proposal, as the interest of the Town may require. The Town reserves the right to negotiate with one or more Respondents as it sees fit. All costs incurred in the preparation of the statement of qualifications will be borne entirely by the Respondents. Anything submitted to the Town for consideration becomes the property of the Town and becomes public record.

Period Commitment: Proposals shall be final and binding on the Respondent for acceptance by the Town for ninety (90) days from the RFP closing date and time.

Conflict of Interest: A Respondent filing a proposal thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP.

Investigation: Respondent shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

Assignment and Subcontractors: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

**PROPOSAL FORMAT:**

In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. The proposal should be organized into the following major sections:

Section	Title
1	Submittal Letter
2	Table of Contents
3	Requested Information
4	Executive Summary
5	Fee Proposal Summary

Section 1: Submittal Letter

Respondents shall submit a cover letter addressed to the Weston Board of Selectmen. It shall be signed by an authorized principal or agent of the Respondent, and shall provide an overview of the Respondent's offer, as well as the name, title, and telephone number of the person to whom the Town may direct questions concerning the proposal. The letter shall include a statement by the Respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to negotiate and contractually bind the firm.

Section 2: Table of Contents

The style of the table of contents should mirror that of this document.

Section 3: Requested Information

Respondents must provide the information in paragraphs A through H of the RFP's Requested Information section.

Section 4: Executive Summary:

This part of the response to the RFP shall contain the summary of the Respondent's proposal.

Section 5: Fee Proposal Summary:

Respondent shall summarize costs by completing the following one (1) page form:

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## SECTION 5: FEE PROPOSAL SUMMARY

A) Fees for services will be submitted on the basis of a retainer agreement. In exchange for the payment of the retainer, the selected respondent will provide the following legal services:

- Provide written memorandum of law on questions raised by boards and commissions;
- Be available for general advice and counsel as required;
- Research and provide municipal law updates including conducting seminars;
- Review and draft letters, contracts, indemnification agreements, consent forms and other miscellaneous forms and documents;
- Provide an attorney in Town Hall on a weekly basis to meet with town employees and board and commission members, including the First Selectman, Town Administrator and Land Use Director;
- Attend evening board and commission meetings and town meetings as required.

The retainer agreement is not intended to cover time intensive labor and employment matters, but will include routine and general labor and employment advice that does not require extensive research to cover procedure, statutory mandates, tax questions, personnel policy changes, and contract interpretation.

The Town has traditionally used outside counsel for bonding matters and has no intention of changing that practice.

Indicate in the chart below your proposed monthly retainer amounts for each of the four periods.

Monthly retainer from Appointment thru December of 2018	Monthly retainer for Calendar Year 2019	Monthly retainer for Calendar Year 2020	Monthly retainer for Calendar Year 2021
\$	\$	\$	\$

The identities of the lawyers who are expected to perform services under the general retainer must be provided. Include each lawyer's name, area of practice, number of expected hours to be dedicated to the retainer per month for each of the four periods and their standard hourly rates.

B) The selected respondent will also provide services for work outside of the scope of the retainer agreement. Attach your firm's proposed hourly rates for litigation and administrative hearings. Include each lawyer's name, area of practice, proposed rate, and the person's standard hourly rate.

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**SECTION 5: FEE PROPOSAL SUMMARY**

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Date of Signature: \_\_\_\_\_