

**TOWN OF EAST HAMPTON  
REQUEST FOR PROPOSAL**

**LEGAL SERVICES**

**For**

**Negotiation and Administration of Collective Bargaining Agreements and Labor Relations**

**1. INTRODUCTION**

**Purpose**

The Town of East Hampton is requesting proposals from qualified attorneys located and authorized to do business in the State of Connecticut to provide legal services for collective bargaining and labor relations to the Town.

**Background**

The Town of East Hampton has collective bargaining agreements with the following groups:

- Town of East Hampton and Local 524-International Brotherhood of Police Officers (IBPO).
- Town of East Hampton and Local R1-216-National Association of Municipal Employees (NAME/NAGE).
- Town of East Hampton Water Pollution Control Authority (Under Joint Facilities Committee Administration) and Local R1-216-National Association of Municipal Employees (NAME/NAGE).

**Scope of Services**

Services to be provided by the Attorney related to collective bargaining agreements and labor relations shall include, but not be limited to:

- Negotiation and Administration of Collective Bargaining Agreements with employees and ancillary labor relations services as may be required
- Preparation and analysis of proposals and counter-proposals
- Identification and implementation of bargaining strategies
- Serving as the Town's advocate in interest arbitration, if required
- Preparation of Collective Bargaining and other legal documents required for review and approval of the Town Council.

**Minimum Qualifications for Consideration**

The proposer must meet the following minimum criteria to be given further consideration. Failure to meet the minimum criteria will result in the proposer's rejection by the Town:

- Attorneys performing services for the Town must be a member in good standing of the Connecticut bar
- Qualified attorneys to perform Scope of Services requested herein
- Have a strong background in collective bargaining negotiations and labor relations
- Have at least three (3) years experience in performing negotiation and labor relation services for municipalities with a minimum of 50 full-time employees

## **2. EVALUATION CRITERIA**

Proposals will be evaluated on the following criteria:

- Thoroughness of the proposal
- Attorney or Firm's overall qualifications and the experience of key personnel
- Attorney or Firm's experience with municipal collective bargaining negotiations and labor relations
- Proposed hourly rate for services

Cost will not be the primary factor in the selection of an attorney.

## **3. SUBMISSION OF PROPOSALS**

Proposals must be signed by an authorized member of the law firm, and the name, address and telephone number of a representative qualified to answer questions during the review process must be included.

Two copies of the proposal must be submitted to:

Robert G. Drewry  
Interim Town Manager  
Town of East Hampton  
20 East High Street  
East Hampton, CT 06424

Phone: 860-267-4468  
Fax: 860-267-1027

All proposals must be received by 12:30 p.m. on Friday, December 10, 2010. Proposals submitted after the stated time and date will not be considered.

The Town reserves the right to accept or reject any and/or all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.

The Town reserves the right to negotiate with any, all, or none of the bidders responding to this RFP.

## **4. PROPOSAL CONTENT**

### **Management and Qualifications**

- Describe the firm's experience and expertise related to negotiation and administration of collective bargaining agreements and related labor relations services
- Provide information regarding the history of the firm, including but not limited to the number of years the firm has been in business, how long the firm has provided legal services, what other services the firm provides and the percentage of business done in each area.
- State the name(s) of the officer(s) and associate(s) in the firm.
- Provide brief resumes of the key personnel who would be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support attorneys and other personnel who would perform the requested work.

- Provide a minimum of three (3) governmental client references for which legal services similar to this request has been performed, including contact names and telephone numbers, and a brief description of services your firm has provided.
- Provide an affirmative statement that the firm is independent of the Town of East Hampton and that the firm is unaware of any potential conflicts of interest if it were selected to perform the requested work.
- Provide any other information that might be beneficial to the Town.

### **Fee Proposal**

For any proposed services, identify the:

- Scope of the services
- Responsible personnel
- Hourly rates

### **5. QUESTIONS**

All questions about this RFP must be submitted in writing to Robert Drewry, Interim Town Manager at [rdrewry@easthamptonct.org](mailto:rdrewry@easthamptonct.org) no later than Wednesday, December 1, 2010. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by a Proposer or prospective Proposer against the Town.

### **6. TERMS AND CONDITIONS**

#### **Contract Period**

It is the intent to award a contract for a two-year period with the option to renew for an additional two-year period. The decision to renew the contract will be at the sole discretion of the Town.

#### **Compensation**

Compensation for services shall be at the conclusion of the engagement and delivery of the end product. However, the Town may consider a progressive payment schedule.

#### **Termination**

Following implementation, should the Town find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the Town as being in the best interest of the Town. In the event of termination of this contract as a result of breach by the contractor, the Town shall not be liable for any fees and may, at its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

#### **Engagement Team**

The key personnel assigned to this engagement are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the Town and the law firm.

#### **Indemnification and Insurance**

The firm selected shall indemnify, defend, and save the Town harmless from liability in any manner of claims, lawsuits, and damages for any type losses due to its work operations for the Town. Specific requirements for insurance are contained in Appendix A.

#### **Collusion**

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons 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 such contract, the Town may cancel said contract without incurring liability, penalty or damages.

**Freedom of Information**

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

## APPENDIX A - INSURANCE REQUIREMENTS

The Contractor, at its own expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of East Hampton, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of East Hampton will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of East Hampton before the term of the contract commences.

The Contractor's insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or better. The Insurance Certificate must state whether coverages are written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverages as the Town may require for specific projects. The Town of East Hampton its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

### **SECTION A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY**

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- \$1,000,000 each - Bodily Injury
- \$1,000,000 disease - Policy Limit - Bodily Injury
- \$1,000,000 disease - Each Employee - Bodily Injury

## **SECTION B. GENERAL LIABILITY**

### **B.1 OCCURRENCE POLICY GUIDELINES**

General Liability - Written under commercial or comprehensive form including the following:

(Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- ◆ General Aggregate \$1,000,000
- ◆ Products/Completed Operations Aggregate \$1,000,000
- ◆ Personal & Adv Injury \$1,000,000
- ◆ Each Occurrence \$1,000,000
- ◆ Fire Damage (any one fire) \$1,000,000
- ◆ Medical Expense (any one person) \$ 10,000
- ◆ Also "follow form" umbrella coverage over General Liability, Employer's Liability and Auto Liability in a minimum amount of \$1,000,000.

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$1,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of East Hampton reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

### **B.2 CLAIMS-MADE COVERAGE GUIDELINES**

General Liability - Written under commercial or comprehensive form including the following:  
(Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury).

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits,
2. Advance of any retroactive dates,
3. Cancellation or non-renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of East Hampton is necessary and the Town retains the right to require that the Contractor at his/her expense invoke the extended reporting period. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

**Liability Limits:** Same as those under Section B.1 "Occurrence Policy Guidelines"

### **SECTION C. AUTOMOBILE LIABILITY**

C. Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.

- ◆ Combined Single Limit – Bodily Injury/Property Damage \$1,000,000
- ◆ Also “follow form” umbrella coverage over General Liability, Employer’s Liability and Auto Liability in a minimum amount of \$1,000,000.

Insurance under B & C above must provide for a 30-day notice to the Town of East Hampton of cancellation, non-renewal, termination, or any restrictive amendment.

### **SECTION D. PROFESSIONAL LIABILITY**

D. The Contractor must have professional errors and omissions coverage with a liability limit of \$2,000,000 per claim/\$2,000,000 aggregate. The Contractor must provide proof that these limits are available under the policy depicted in the Certificate of Insurance. The Contractor is responsible for the payment of any deductible associated with any claim made against this policy. The Contractor must state whether the coverage is “occurrence form” or “claims made” coverage. If the coverage is “claims made”, it is the Contractor’s responsibility to assure that the coverage remains in force not only concurrently with the project dates but also as per the terms of the contract specifications.