



REQUEST FOR PROPOSALS FOR

Legal Services issued by

Onondaga County Resource Recovery Agency

Dated: February 25, 2020

Deadline for Submission of Proposals:

Tuesday, March 24, 2020 at 2:00 p.m.

Deadline for Submission of Questions:

Friday March 13, 2020 at 4:00 p.m.

**See OCRRA website for proposal specifications
and answers to vendor questions:**

www.ocrra.org

**Onondaga County Resource Recovery Agency
100 Elwood Davis Road
N. Syracuse, NY 13212-4312**

Telephone: 315-453-2866

Fax: 315-453-2872

SECTION 1: ABOUT THE AGENCY

1.1 The Agency

The Onondaga County Resource Recovery Agency (the “Agency” or “OCRRA”) is a New York public benefit corporation created by Public Authorities Law, Title 13B, for the public purpose of assisting in the planning, development, construction, operation and maintenance of solid waste facilities. OCRRA is empowered to receive, transport, process, dispose of, sell, store, convey, recycle and deal with, in any lawful way, solid waste. OCRRA is also empowered to contract with municipalities, public corporations or persons for solid waste services.

1.2 The OCRRA Service Territory

OCRRA’s service territory, Onondaga County, is located in the center of New York State and encompasses 810 square miles of land. Approximately 460,000 people reside in OCRRA’s 33 member municipalities. The largest single municipality is the City of Syracuse with a population of approximately 145,000.

1.3 Vendor Contacts

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. For any procurements over \$15,000.00, all contacts and correspondence with the Agency after the Request for Proposals go out, must be exclusively through a designated OCRRA Procurement Contact Person, and no one else.

The designated contact for this procurement is Maria Cirino, Agency Confidential Internal Controls Compliance Officer at (315) 453-2866, ext. 1228 her email is mcirino@ocrra.org.

Questions must be submitted by email at the email address listed above. Vendors, their agents, and representatives are directed not to contact or lobby other staff members, management or members of the Board of Directors of OCRRA regarding this RFP. Questions raised through the designated contact person and answers thereto will be emailed to all known prospective bidders.

1.4 Conflict of Interest Statement/Non-Collusion Affidavit and State Finance Law Form

Each Proposer must furnish with their proposal a properly signed Conflict of Interest Statement, Non-Collusion Affidavit and State Finance Law form. The Conflict of Interest Statement, Non-Collusion Affidavit and State Finance Law form are to be completed and submitted either with the Proposal or within ten (10) days of notice of the award of the contract by OCRRA. By submitting a proposal, the proposer warrants that there is no known conflict of interest in their other contracts or other employment, if any, with submission of the proposal hereunder and that the Proposer shall advise OCRRA if any conflict or potential conflict of interest exists or arises in the future.

1.5 Tax Exempt Status

OCRRA is exempt from federal, state and local taxes.

SECTION 2: TERM OF SERVICES AND SCOPE OF SERVICES

Term of Services: The Agency was previously represented by in-house staff counsel for many years. The Agency is exploring the possibility that legal services may be performed by outside independent counsel under contract. Thus, the term of services under this RFP will be for six (6) months with a potential for an additional six (6) month extension upon the same terms. The six (6) month extension will be in the sole discretion of the Agency.

Scope of Services:

To provide legal review and counsel on matters pertaining to corporate governance, contracts, personnel as specifically requested by the Client as well as attendance at monthly board meetings and office hours as mutually agreed upon with the Executive Director.

As legal counsel to OCRRA, your legal firm will report to Board of Directors with the Executive Director providing oversight, managing, and direction for day to day tasks and responsibilities pertaining to OCRRA.

Serve as general counsel to the Agency, by providing legal review and counsel on all matters pertaining to corporate governance, contracts and

personnel and other legal issues as specifically requested by the client, such services are anticipated to include, but not be limited to, the following:

- Contract review and analysis
- Preparation of and/or approval of Board and Committee resolutions
- Attendance at monthly Board meetings and Committee meetings to provide legal advice and answer inquiries of Board members and staff of the Agency
- Guidance and interpretation of Roberts Rules of Order
- Insurance coverage interpretation and analysis
- Contract negotiation
- Oversight of outside attorneys such as litigation firms
- Litigation analysis and strategic advice
- Real estate transactions and Lease Agreement review and modification
- Labor Union negotiations and Labor relations
- Union contract evaluation
- Employee Union and non-Union disciplinary procedures
- Labor and employment related issues
- Other legal services as required.

SECTION 3: PROPOSAL CONTENTS

The following information should be provided in each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal in the sole discretion of the Agency.

a) Identifying Information:

- (1) Identify the full legal name, address, and if applicable, type of legal entity (e.g. partnership, limited liability partnership, professional liability company, sole proprietorship) with whom the contract will be entered into.
- (2) Federal Employer Identification Number.
- (3) Name, telephone number and e-mail address of the representative of the respondent who is authorized to discuss this proposal.

- (4) Identify the full name of (a) the billing attorney (b) each attorney that is expected to devote substantial attention to Agency matters.

b) Experience and Capabilities:

- (1) Describe the organization, size, structure, areas of practice, and office location(s). Indicate, if appropriate, if the firm is a small or minority/owned business.
- (2) Describe respondent's experience in providing the types of services described in this RFP to municipalities and governmental and quasi-governmental agencies and authorities.
- (3) Describe respondent's familiarity with the laws, rules, and regulations governing public benefit corporations or municipal entities including a description of any services provided by the respondent to other public benefit corporations or municipal entities.
- (4) Provide any other information that might be helpful to the Agency in making a decision.

SECTION 4: CONTRACT CONDITIONS

- a) Counsel under this RFP shall enter into a retainer agreement (the "Agreement") with the Agency covering the Services and containing inter alia the following contractual provisions:
 - (1) Term. The agreement may be amended or cancelled at any time by the Agency upon written notice.
 - (2) Compensation. The Agreement will set forth compensation structure.
 - (3) Formal Contract. Counsel shall promptly execute the Agreement incorporating the terms of this RFP and Counsel's

response as well as other terms within 10 days after the award of the contract.

- (4) Compliance with Laws. In performance of the Agreement Counsel is required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Counsel shall be properly licensed and authorized to transact business in the State of New York.
- (5) Insurance. Counsel shall maintain professional liability insurance in the amount of \$1 million each occurrence /\$1 million aggregate, and workers comp insurance in amounts required by applicable law.
- (6) Non-discrimination. Counsel shall comply with all applicable federal, state, and local laws, regulations, and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of the Agreement.
- (7) Conflict of Interest. Counsel represents and warrants that no principal owner, officer, or employee of Counsel nor any member of the immediate family of any principal owner, officer, or employee of Counsel is a member, officer, agent or employee of the Agency. Counsel is not aware of any other direct or indirect conflict with the Agency unless previously disclosed. While acting as counsel for the Agency, Counsel agrees that it will not represent any other person or entity involved in Agency matters or act in a capacity in connection with a Project unless disclosed to and approved by the members of the Agency.
- (8) Billing. Shall be produced monthly and submitted no later than the 15th day of the following month.

SECTION 5: EVALUATION

- a) The Agency may negotiate with one or more respondents during the same period and may, at its discretion, terminate negotiations with any or all respondents. The Agency will invite one or more respondents to an interview with the staff or members of the Agency Board of Directors.

- b) The Agency reserves the right to:
- (1) Select for contract or for negotiations a respondent other than that with the lowest cost.
 - (2) Reject any or all Statements received in response to this RFP or to make no award or issue a new RFP.
 - (3) Reject team members that the Agency believes lack appropriate qualifications to perform the services set forth in this RFP.
 - (4) Waive or modify any information, irregularity, or inconsistency in Statements received.
 - (5) Request modifications to Statements from any or all respondents during the review and negotiation period.
 - (6) Negotiate any aspect of the Statements with any respondent and negotiate with more than one respondent at the same time.
 - (7) Conduct investigations of any or all respondents and to verify information submitted by any or all respondents.

SECTION 6: PROJECTED TIMELINE

February 26, 2020	Issuance of RFP.
March 13, 2020	Deadline for questions; 4 pm.
March 18, 2020	Answers to questions to be provided
March 24, 2020	Deadline for receipt by the Agency of sealed, competitive proposals; 2 pm.
March 25-April 3, 2020	Interviews
April 15, 2020	Agency Board adopts Resolution to enter into 6-month contract with selected law firm, with 6 month option to renew.

April 20, 2020

Contract services begin

OCRRA reserves the right to modify this schedule, with or without notification, at any time.

SECTION 7: SELECTION AND EVALUATION PROCESS

The selection decision will take into account the vendor's ability to meet the requirements of this proposal. OCRRA reserves the right of flexibility in evaluation as necessary to assure placement of the contract in its best interest. OCRRA also reserves the right to select any or none of the proposals received in response to this Request for Proposal. Judging will be based on the following criteria:

- a. Experience of lead attorney handling legal matters similar to those required by the Agency
- b. Experience of law firm and capabilities of other attorneys and staff to provide support to lead attorney
- c. Price
- d. Responsiveness to inquiries outlined in RFP
- e. Interview with Board and Executive Director

SECTION 8: PROPOSAL

PROPOSAL SHALL SPECIFICALLY ADDRESS

a) References

- ✓ Please provide **contact information** for three references and the **scope of the work you provided for them**. *References from existing clients or clients represented in the last three years.*

b) People — Your Legal Team:

Please provide information on the specific individuals that would be assigned to represent OCRRA.

- The lead attorney who will be attending OCRRA meetings and will provide direct legal advice.
- The **resumes and experience** of other key team members, including the administrative professionals responsible for day-to-day contact with OCRRA.

c) **Budget and Billing Considerations:**

Due to the sudden death of its in-house counsel, OCRRA has not set a budget for legal services for 2020 but does not desire to expend more than \$60,000 during the first 6-month period of this contract. OCRRA anticipates legal counsel will expend, on average, approximately 10 hours a week.

Please address the following on the attached matrices:

What are your hourly rates for legal services?

Partners	_____
Associates	_____
Paralegals	_____

PROPOSAL REQUIREMENTS

- a) Due by 2:00 PM on **Tuesday, March 24** 2020
- b) 2 hard copies of the proposal must arrive in a **sealed envelope**, marked clearly with **PROPOSAL FOR LEGAL SERVICES** on the outside of the envelope.

Addressed to:

OCRRA

Attention: **Dereth Glance**

100 Elwood Davis Road

North Syracuse, NY 13212

c) All proposals must include the following four items.

1. A cover letter that:

- a. Includes a statement that the proposal shall not be withdrawn for a period of ninety (90) days from the Tuesday, March 24, 2020 return deadline.
- b. Contains the commitment of the firm to carry out provisions of proposal if selected by OCRRA.
- c. Is signed by an individual empowered by the proposing firm to commit to the obligations contained in the proposal.
- d. Includes a statement that all information in the proposal, including any forms, supporting documents or subsequent submittals are factual and accurate.
- e. Indicates if your firm is willing to renew your contract for an additional 6-month period on the same terms and conditions, or specify otherwise. *(This contract renewal, if offered, would be at OCRRA's sole discretion.)*

2. Completed Conflict of Interest Affidavit (attached)

3. Completed Certificate of Non-Collusion (attached)

4. Completed State Finance Law Procurement Form (attached)

Proposals submitted by fax or email will NOT be accepted.

Questions about this request for proposal should be directed in writing to:

Maria Cirino at mcirino@ocrra.org

Questions must be received on or before
Friday, March 13, 2020 at 4 PM

CONFLICT OF INTEREST

AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

_____, being duly sworn, deposes and says for
and on behalf of _____, that:

1. Our (my) firm _____, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: _____, 20____ By: _____
For and on Behalf of: _____

Sworn before me this _____ day of
_____, 20____.

Notary Public

CERTIFICATE OF NON-COLLUSION

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

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

(1) The prices in this bid/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/quote have not been knowingly disclosed by the bidder/proposer/quoter and will not knowingly be disclosed by the bidder/proposer/quoter prior to opening, directly or indirectly, to any other bidder/proposer/quoter or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/quoter to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal/quote for the purpose of restricting competition.

Legal Name of Bidder/Proposer/Quoter (Typed)

Address (Typed)

City State Zip

BY:

Signature

Name (Typed)

Dated _____, 20__

Title (Typed)

**Disclosure to OCRRA During Procurement Process of
Prior Non-Responsibility Determinations**

OCRRA Procurement regarding: _____

OCRRA Designated Procurement Contact Person: _____

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. New York law now provides that, for any procurement over \$15,000.00, all potential vendors must disclose whether a governmental entity in New York has made a finding of "Non-Responsibility." "Non-Responsibility" is defined in State Finance Law Section 139-j and can include failure of a potential bidder/proposer/quoter to timely disclose truthful, accurate, or complete information that may allow OCRRA to make a determination as to its "responsibility" relative to this procurement as well as unauthorized procurement contacts (including contacts to someone other than the designated procurement contact) and ethics code violations. In order to qualify for consideration on this procurement, the bidder/proposer/quoter must complete and sign the form below.

(For Vendor Use)

Name and Address of Bidder/Proposer/Quoter Seeking to Enter into the Procurement Contract with OCRRA: _____

Name, Title, and Phone Number of Person Submitting this Form: _____

Has any Governmental Entity in New York made a finding of Non-Responsibility regarding the bidder/proposer/quoter seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If you answered yes to the above question, please provide details regarding the finding of Non-Responsibility below.

New York Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named bidders/proposers/quoters after a finding of intentional provision of false or incomplete information? (Please circle):

No

Yes