



## **ADMINISTRATION COMMITTEE AGENDA**

### **May 16, 2025**

Time: 4:00 p.m. / Location: In-Person

Admin Members: B. Page – Chair, J. Driscoll,  
G. Popps, M. Jennings, E. Bough-Martin, B. Stacer,  
A. Rodriguez

#### **PRESENT DISCUSSION ITEMS:**

1. Waste-to-energy Appraisal – **Discussion / Resolution**

#### **Meeting with Counsel: Contract Negotiations (Flue Insurance)**

2. Flue Insurance Claim Settlement – **Discussion / Resolution**
3. Update to Civil Service Roster – **Resolution**
4. Asbestos Disposal Purchase Order - **Resolution**
5. Office Furniture update – **Discussion**
6. Handbook updates – **Discussion / Example**
7. Small Contract Actions – **Discussion**
8. Agency Legal Services – contract expiration- **Discussion / Executive Session**

Old Business

New Business

**RESOLUTION AUTHORIZING AGENCY’S EXECUTIVE DIRECTOR  
TO ENTER INTO A CONTRACT FOR APPRAISAL SERVICES**

**WHEREAS**, the Onondaga County Resource Recovery Agency and Covanta of Onondaga, LP in 2003 entered into an Amended and Restated Solid Waste Disposal Service Agreement for the operation of the Waste-to-Energy Facility on Rock Cut Road in the Town of Onondaga, and

**WHEREAS**, in 2013, the Agency executed a contract with NewGen Strategies and Solutions, LLC of Brentwood, TN to provide specialized appraisal services to appraise the fair market value of the Onondaga Waste-to-Energy Facility on Rock Cut Road, and

**WHEREAS**, the appraisal report is now over 10 years old and it is in the Agency’s interest to maintain an updated record of the fair market value of the Waste-to-Energy Facility, and

**WHEREAS**, the Agency maintains an active professional services agreement with NewGen Strategies and Solutions, to which the Executive Director recommends adding a new task for a 2025 fair market value appraisal of the Waste-to-Energy Facility, at a cost of up to \$38,000, including necessary expenses and in accordance with the attached proposal, now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize its Executive Director to enter into a contract with NewGen Strategies and Solutions, LLC of Brentwood, TN to provide specialized appraisal services to appraise the fair market value of the Onondaga Waste-to-Energy Facility on Rock Cut Road at a cost of up to \$38,000. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote:**   Ayes \_\_\_\_\_       Nays \_\_\_\_\_       Abstentions \_\_\_\_\_

**Signed:** \_\_\_\_\_

## TASK AUTHORIZATION NO. 4

### Onondaga County Resource Recovery Agency

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**Effective Date:** May 15, 2025

**Client Name:** Onondaga County Resource Recovery Agency (OCRRA)

**Task Authorization Title:** 2025 Waste-to-Energy Facility (Facility) Appraisal

Consultant and Client agree that this Task Authorization will be governed by the terms and conditions of the Agreement dated August 23, 2013, as amended, unless specifically modified herein.

### Scope of Services

#### Task 1: Initial Data Request and Kick-off Teleconference

NewGen Strategies and Solutions, LLC (NewGen) will prepare and submit an initial data request for information necessary to understand the history, financial and operational performance, organization, and general background of the OCRRA as it relates to the resource recovery operations. Information requested may include areas such as historic revenues, outstanding debt, operations and maintenance (O&M) and Capital Improvement Plan (CIP) expense histories, plant facilities, asset replacement, system performance and operating history, system development plans, regulatory inspections, OCRRA's outsourcing practices, budgeting, business planning, procedures for monitoring facility performance, O&M practices, regulatory compliance, and cost control measures.

We envision requesting the following information at a minimum:

- Annual Comprehensive Financial Report for the last three years
- Current budget approved by OCRRA's Board of Directors
- Periodic site inspection reports prepared by CDM Smith
- Tipping fee data for the last three years
- CIP investments and projections
- Debt service schedules
- Bond indentures
- Applicable rates and tariffs
- Facility and system operating contracts
- Standardized management reports
- Monthly reports (regulatory and internal)
- Official policies and standard operating procedures

Requested data will include any contracts and documents provided by OCRRA which define parameters likely to affect the value of the Facility and such other documents and materials, as we deem necessary. To the extent available, we will also use information available from other work efforts associated with the Facility and from other publicly available information.

## TASK AUTHORIZATION NO. 4

### Onondaga County Resource Recovery Agency

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Following OCRRA's receipt of the data request, we will conduct a kickoff teleconference with OCRRA management to discuss the data request, any necessary adjustments to the scope of services, the project schedule, and site visit.

NewGen will review the data provided by OCRRA in response to the initial data request. Financial reports, budgets, resource recovery facility (RRF) performance, the RRF O&M contract, and contract oversight procedures will be the focus of our initial review. An additional data request may be generated as a result of this initial review.

#### TASK 3: Condition Assessment

NewGen will tour the facilities, which will be limited to a visual and external observation for the purpose of assisting in forming an opinion as to whether the property has been maintained, preserved and kept in good repair, working order, and condition. The review will not be of such depth necessary to reveal all conditions regarding safety or conformance with agreements, codes, permits, rules or regulations with respect to the design, construction, operation, maintenance, and safety of the property. If conditions are discovered during the field review that warrant further investigations, we will bring these to the attention of OCRRA.

#### Task 2: Income Approach

The development of the value for the Facility under the Income Approach will be based on a discounted cash flow Analysis. This method requires the development of a projection of revenues, expenses, and net income over the next 20 years. In estimating the income value of the Facility, NewGen will perform the following activities:

- Prepare a projection of the solid waste processing capacity, steam production capability, and electricity generation output from the Facility over the next 20 years.
- Prepare a projection of the revenue expected to be generated from tipping fees and sales of steam and electricity from the Facility output over the next 20 years.
- Prepare a projection of the Facility operating expenses over the next 20 years.
- Prepare a projection of any special costs and/or revenues associated with the Facility over the next 20 years based upon our review of existing contracts/condition assessments in CIP plans (as provided by OCCRA).

Considering certain financing, income tax, and other assumptions, NewGen will prepare an estimate of the projected net cash flow from the operation of the Facility and discount the net cash flow to present value. NewGen will establish an appropriate market based discount rate for this assignment.

#### Task 3: Cost Approach

NewGen will develop indicators of value using the Cost Approach to value. Historical plant data will be reviewed to develop the Original Cost Less Depreciation value of the Facility. This value is essentially equivalent to the net book value of a generating facility.

NewGen will prepare an estimate of the Facility's Replacement Cost, which is the cost of a functionally equivalent plant that could be designed and constructed under present market conditions to produce an output equivalent to the Facility. This value will include a calculation of the depreciation of the Facility based on the age and estimated useful life of the Facility.

## TASK AUTHORIZATION NO. 4

### Onondaga County Resource Recovery Agency

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An estimate of the functional obsolescence for the Facility, if any, will be developed based on the difference in operating costs for the Facility as compared to the replacement facility. This value will be discounted over the estimated remaining life of the Facility.

#### Task 4: Market Approach

To the extent information is available, NewGen will review recent comparable sales of similar type properties to estimate the value of the Facility using the Market Approach. We will review non-confidential information that is available to us, trade press articles, and other databases to help determine sales prices for other generating facilities. We will also request any information OCRRA has concerning recent sales of comparable generating facilities in the region.

#### Task 5: Estimate Fair Market Value (FMV)

Taking into consideration all the indicators of value determined in the preceding tasks, NewGen will develop the FMV opinion of the Facility to a willing buyer in an arm's length transaction.

A separate valuation of the land on which the Facility exists is not necessary as a part of this study.

#### Task 6: Appraisal Report

NewGen will prepare an appraisal report documenting the basis for the FMV estimate of the Facility as of the date of valuation discussed above.

The appraisal report will include the following information:

- A general description of NewGen and its experience and qualifications for providing the Appraisal.
- A general description of the scope of the appraisal.
- A brief description of the Facility.
- A brief description of the methodologies used to develop the estimate of the values of the Facility.
- A justification statement supporting the opinion of the Facility FMV as of the date of valuation.
- A summary of the limiting conditions and assumptions used in preparing the appraisal.
- NewGen's FMV opinion of the Facility as of the date of valuation.

NewGen will submit a written draft report to OCRRA for review and comment for a reasonable period of time. Following receipt of comments from OCRRA, a final report will be prepared.

### Schedule

NewGen will provide the Client with its draft report within six weeks of receipt of sufficient data and signed authorization by the Client.

### Fee for Services

NewGen will perform the services described above for a fixed fee of \$38,000. We are prepared to start work immediately following the execution of this proposal.

TASK AUTHORIZATION NO. 4

Onondaga County Resource Recovery Agency

Additional Services

NewGen will provide additional services as required by OCRRA, such as litigation support including direct and written testimony, as requested. These services will be separately contracted at the time they are requested at NewGen’s standard billing rates.

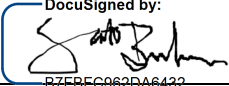
NewGen Strategies and Solutions 2025 Billing Rates	
Position	Hourly Billing Rate
Partner	\$280 – \$440
Principal	\$275 – \$440
Senior Manager	\$240 – \$295
Manager	\$200 – \$240
Senior Consultant	\$185 – \$200
Consultant	\$175 – \$185
Administrative Services	\$135

Note: Billing rates are subject to change based on annual reviews and salary increases.

Authorization

Onondaga County Resource Recovery  
Agency

NewGen Strategies and Solutions, LLC

Signature	_____	Signature	<div><div>DocuSigned by:</div><div>B7FBFC062DA6432...</div></div> _____
Name	_____	Name	Scott Burnham
Title	_____	Title	Partner
Date	_____	Date	5/15/2025

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO  
SETTLE INSURANCE CLAIM RELATED TO 2023 FLUE  
FAILURE**

**WHEREAS**, the Onondaga County Resource Recovery Agency did, by Resolution No. 2139 of April 11, 2018, authorize its Executive Director to exercise its option under Appendix 6, Part 1 (d) (2) of the Service Agreement with Covanta Onondaga LLC to procure the necessary facility insurance for the Onondaga County Resource Recovery Facility, as delineated in Appendix 6, through the Agency's broker, and

**WHEREAS**, the Agency has continually maintained coverage on the facility through a consortium of insurance carriers, and

**WHEREAS**, in October of 2023 there was a mechanical failure of the flues at the waste-to-energy plant for which an insurance claim was presented for capital costs and business interruption, and

**WHEREAS**, the carriers initially denied the claim but through great legal effort subsequently entered negotiations with the Agency to come to a settlement agreement, and

**WHEREAS**, the Agency's legal counsel has vigorously negotiated the claim on behalf of the Agency, and believes that the current settlement offer from the insurers represents a fair business outcome to the claim, and

**WHEREAS**, the Administration Committee has reviewed the settlement offer with legal counsel and recommends the Agency accept the current settlement offer, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize its Executive Director to settle the insurance claim related to the October 2023 Flue Failure for a total sum of \$1,100,000, in accordance with the presented claim. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote:** Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

**Signed:** \_\_\_\_\_

**RESOLUTION AUTHORIZING CHANGE TO THE AGENCY'S CIVIL SERVICE ROSTER**

**WHEREAS**, the Onondaga County Resource Recovery Agency presently operates transfer stations, compost sites and transports ash from the Waste-to-Energy Facility to a private landfill; and

**WHEREAS**, as part of those operations the Agency has office operations to support its solid waste facilities; and

**WHEREAS**, the Agency is seeking to reorganize its roster in a manner consistent with the needs of the Agency; and

**WHEREAS**, to accomplish this, the Agency wishes to create a new position of "Program Supervisor: OCRRA", at a grade of 60, who shall manage recycling programs and contracts, provide direct management to members of the Recycling Department, produce Recycling reports, and report to the Director of Recycling & Reduction; and

**WHEREAS**, the Agency shall abolish one grade 60 Recycling Operations Manager title from its Civil Service Roster; and

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize the addition of one (1) Program Supervisor: OCRRA to, and the elimination of one (1) Recycling Operations Manager from, its Agency Civil Service Roster. The Executive Director is authorized to fill this position at their discretion. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_ **Abstentions:** \_\_\_\_\_

**Signed:** \_\_\_\_\_



**ONONDAGA COUNTY DEPARTMENT OF PERSONNEL**  
**New Position Duties Statement**

Civil Service Law, Section 22: Before any new position in the service of a civil division shall be created or any existing position in such serving shall be reclassified, the proposal therefor, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission. Effective August 29, 1978.

The appointing authority requesting the creation of a new position must complete this statement per instructions (attach additional information if necessary).

Department **OCRRA** Division Location: Elwood Davis Rd.

1. Typical Work Activities		PROGRAM SUPERVISOR: OCRRA
% of Time		Duties
50%		Ensure the execution of assigned programs in alignment with the strategic direction provided by Executive Staff and the Agency Board of Directors. Program management, including vendor contract management, grant management, program review, reporting, budgeting and audits.
20%		Manage a cohort of department personnel, specifically recycling specialists, battery program employees, typists and clerks.
10%		Implement audits and provide guidance for proper resource recovery and handling for battery safety i.e. at material handling facility and household hazardous waste facilities.
10%		Be the direct contact between OCRRA and contracted vendors, handling internal and external relationships with program vendors and agencies.
05%		Supporting the Agency's Director of Recycling & Reduction in communications with government authorities, such as NYS Department of Conservation, and Onondaga County DPW.
05%		Assist in planning and execution in Agency recycling events, like Earth Day clean up and Home & Garden Show.

2. Full Performance, Knowledges, Skills, Abilities and Personal Characteristics

*Please see attached Job Description*

## New Position Duties Statement (page 2)

3. Minimum Qualifications: A.) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a baccalaureate degree in environmental science, business administration, natural resources management or a closely related field and two (2) years of professional level work experience, or its part time equivalent, in program management or solid waste remanagement, composting, recycling or logistics, or a closely related field, of which one (1) year is in a supervisory capacity; or,  
B) Six (6) years of paraprofessional or professional level work experience, or its part-time equivalent, in solid waste or resource recovery management or a closely related field, two (2) years of which must have been in a professional level capacity, which would include at least one (1) year in a supervisory capacity; or,  
C) An equivalent combination of training and experience as defined by the limits of (A) and (B).

### 4. Special Requirements (s)

5. Name (s) and Title (s) of Supervisor (s). Type of Supervision (Admin, General, Direct)

**General:** Kevin Spillane, Agency Executive Director; **Direct:** Kristen Lawton, Director of Recycling & Reduction;

6. Name (s) and Title (s) Supervised by this position. Type of Supervision (Admin, General, Direct)

**Direct:** Recycling Specialists (I & II); Clerk I/II; Typist I/II; Information Aide

7. Name (s) and Title (s) of persons performing similar work.

None

8. Certification by Appointing Authority: The above statements are accurate and complete

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

9. The Onondaga County Department of Personnel certifies the appropriate civil service title for the position described above as: \_\_\_\_\_

In accordance with Rule XVIII of the Onondaga County Rules for Classified Service, the Onondaga County Department of Personnel certifies the following minimum qualifications for the position described as:

NOTE: Appointees to this position must possess certified qualifications at time of appointment unless stated otherwise.

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

10. Legislative Action: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

**RESOLUTION AUTHORIZING DISPOSAL OF ASBESTOS CONTAINING  
MATERIAL FROM LEY CREEK DEMOLITION**

**WHEREAS**, the Onondaga County Resource Recovery Agency is presently demolishing the existing facility at the Ley Creek Transfer Station; and

**WHEREAS**, as part of that demolition asbestos containing material was found; and

**WHEREAS**, the Agency's current contractor, Ritter and Paratore is willing and able handle and transport the material to the Agency's designated disposal location; and

**WHEREAS**, the Agency has a current disposal contract with Seneca Meadows, who has offered disposal space and advantageous pricing for the Ley Creek material; and

**WHEREAS**, the Agency has issued a purchase order for this one-time disposal project of asbestos containing material in the amount of \$33,880; and

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize the administration of purchase order number 19987 to Seneca Meadows Landfill, for asbestos disposal services for an amount not to exceed \$33,880. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

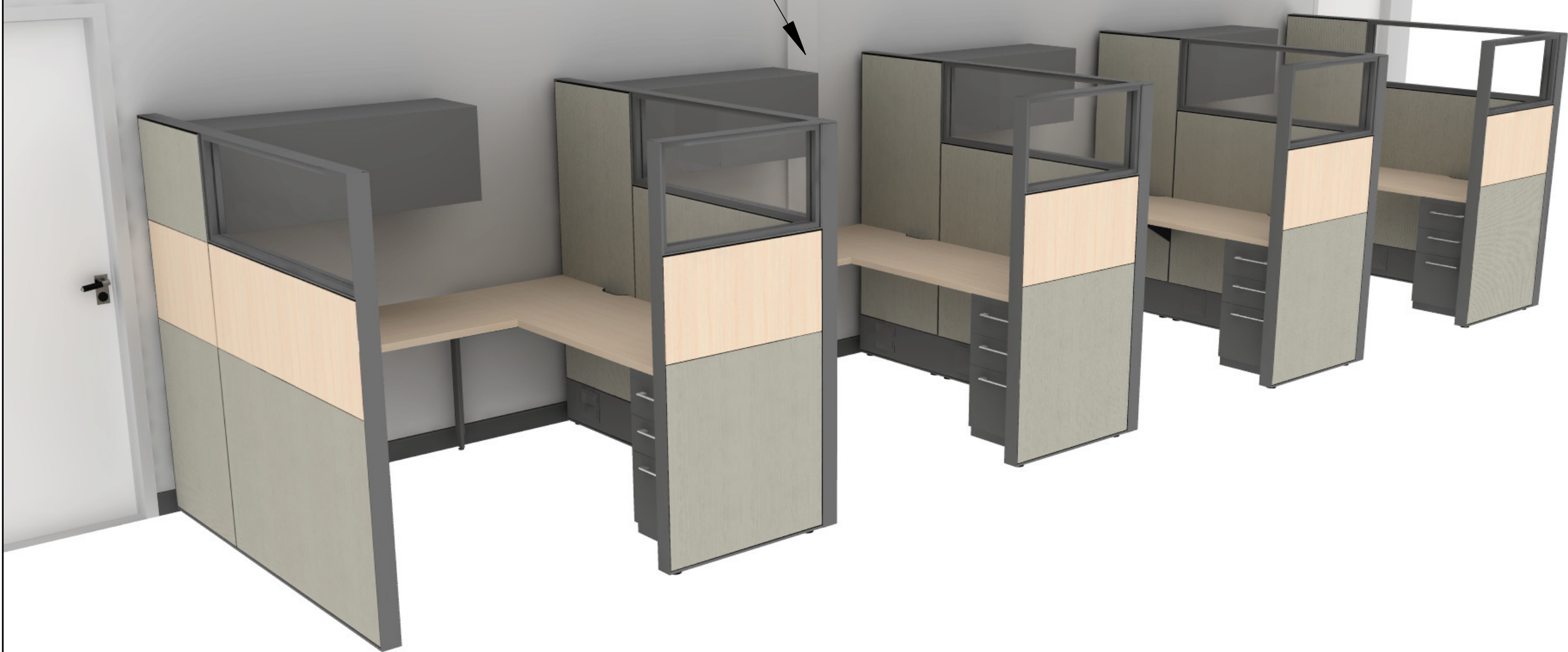
**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_ **Abstentions:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

VENDOR NUMBER: 01SENE001

<p>VENDOR AGREES THAT THE ABOVE NUMBERED PURCHASE ORDER IS ACKNOWLEDGED AND ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS STATED ABOVE AND ON THE REVERSE SIDE OF THIS PURCHASE ORDER. MATERIAL WILL BE SHIPPED TO MEET OCRA'S SHIPPING INSTRUCTION OR AS NOTED ABOVE.</p> <p><b>ORIGINAL PURCHASE ORDER SIGNED BY VENDOR MUST BE RECEIVED BY OCRA BEFORE PAYMENT WILL BE MADE.</b></p>	
<p>VENDOR NAME: <u>SENECA MEADOWS LANDFILL</u></p> <p>ORDER #: _____</p> <p>EIN: _____</p> <p>VENDOR SIGNATURE: _____</p> <p>P.O. No.: 0019987</p>	<p>PURCHASE ORDER TYPE: <u>STANDARD</u></p> <p>EXPIRES: <u>8/9/2025</u></p> <p>COUNTY CONTRACT: _____</p> <p>STATE CONTRACT: _____</p> <p>CONTRACT NUMBER: _____</p>
<p>TOTAL: 33,880.00</p>	

BUMP OUT IN WALL



(4) NEW WORKSTATIONS 6' X 6'



**syracuse office environments**  
375 Erie Blvd. West  
Syracuse, NY 13202  
office 315.476.9091

**PROJECT NUMBER:**

SOE25-222

**QUOTE NUMBER:**

0

**ORDER NUMBER:**

0

**CUSTOMER CONTACT:**

OCCRA  
100 ELMWOOD DAVIS DRIVE

**CUSTOMER LOCATION:**

OCCRA

**DESIGNER CONTACT:**

MONICA EMMI  
MEMMI@SOESYR.COM

**SALES CONTACT:**

CONNOR GANLEY  
CGANLEY@SOESYR.COM

**REVISION DATE:**

5/7/2025

**PLOT SIZE:**

11X17

**SITE VERIFIED:**

YES ☐ NO ☐

**COPYRIGHT:**

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CONSENT FROM THE COMPANY.



Purchase Orders Between \$5,000 and \$20,000					5/20/2025	
Purchase Order Types						
SD: Standard			EM: Emergency			
BL: Blanket			SDM: Standard with Multiple Purchases			
Vendor Selection						
OEM: Original Equipment Manufacturer			CC: County Contract      R: Resolution			
B: Bids			SS: Sole Source      DD: Deputy Director			
RFP: Request for Proposals			Q: Quotes			
RFQ: Request for Quotations			P: Preferred Source			
SC: State Contract			EXD: Executive Director			
MWBE: Minority/Women Business Ent.			BUS: Business Officer			
PO Date	PO #	Type	Manager	Vendor Name	Amount	Selection
4/15/2025	19907	SD	Dan Haas	Kenworth Northeast Group Inc.	7,515.48	OEM
				Service Call/Truck 42/RCR		
4/17/2025	19916	SD	Dan Haas	Anderson Equipment	5,354.33	OEM
				Service Call WA50088/RCR		
4/22/2025	19933	SD	Mike	AMCS Group/Support/PC Scale	5,626.04	DD
				June 1 2025-3/31/26		
5/6/2025	19968	SD	Dan Haas	Milton Cat	6,654.51	OEM
				2000HR PM/962M/Amboy		
5/6/2025	19974	SD	Dan Haas	Vermeer	15,799.90	OEM
				Service Call/Thrown Object Deflector		
5/7/2025	19981	SD	Dan Haas	Davis-Ulmer Sprinkler	5,405.00	Q
				Repairs to Fire Dept Connection Pipe/RCR		
5/12/2025	19990	SD	Dan Haas	Anderson Equipment Co.	7,371.70	OEM
				Service Call -Sennebogen/RCR		
5/12/2025	19992	SD	Dan Haas	Kenworth Northeast Group Inc.	5,720.87	OEM
				Truck 41/RCR		
5/13/2025	19996	SD	Dan Haas	Allied Spring & Services Inc.	7,522.89	OEM
				Truck 46/Service Call/RCR		
5/15/2025	20002	SD	Dan Haas	Uline	5,424.03	Q
				Traffic Barriers/RCR		
5/16/2025	20006	SD	Dan Haas	Kenworth Northeast Group Inc.	7,050.69	OEM



## **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](http://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 Agency Director, Dereth Glance at (315) 453-2866, ext. 1212, her email is [dglance@ocrra.org](mailto:dglance@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.

- A. 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 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 15<sup>th</sup> 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 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.....40%
- b. Experience of law firm and capabilities of other attorneys and staff to provide support to lead attorney .....25%
- c. Price .....10%
- d. Responsiveness to inquiries outlined in RFP .....5%
- e. Interview with Board and Executive Director .....20%

## **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.

**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: **Dereeth 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:* **Dereth Glance at [dglance@ocrra.org](mailto:dglance@ocrra.org)**

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