

City of Albany, New York

REQUEST FOR PROPOSALS FOR THE PROVISION OF LEGAL SERVICES

Proposal Number 2012-11
October 25, 2012

SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified attorneys to handle employee discipline and discharge matters on behalf of the City under applicable collective bargaining agreements, Section 75 of the Civil Service Law, or otherwise. Proposers must have a demonstrated expertise and experience in public sector labor and employment law and handling employee disciplinary hearings and arbitrations and negotiating collective bargaining agreements. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Four (4) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed - Legal Services" no later than Friday, **November 16, 2012 at 1:00 p.m.** at the following address:

Michelina C. Wojton, Esq.
Assistant Corporation Counsel
City Hall - Room 106
24 Eagle Street
Albany, New York 12207
- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

- 2.6 The City of Albany reserves the right to award the legal services work, in whole or in part, to one or more firms and individuals.
- 2.7 Any award of the legal services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a statement of qualifications including:
1. A brief history and description of the firm submitting the proposal.
 2. Identification of the firm's professional staff members who will be assigned to this engagement if the firm's proposal is selected. Include a resume for each such professional staff member which details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.
 3. At least three (3) references, including addresses and telephone numbers.
 4. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
 5. A summary of the firm's general experience in public sector labor and employment law, and specific experience in handling public sector employee discipline and discharge hearings and arbitrations and negotiating collective bargaining agreements.
 6. Any additional information which would serve to distinguish the firm from other firms submitting proposals.
- 3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected proposer(s) will be required to act as counsel to the City in connection with employee discipline and discharge cases and collective bargaining negotiations assigned by the Corporation Counsel.
- 4.1.1 Negotiation services shall include, but not limited to, the terms and conditions of employment for the City and its employees relative to the following collective bargaining units:
- i) Albany Police Officers Union, Local 2841 (Patrol Unit)
 - ii) Albany Police Supervisors Association
 - iii) Albany Permanent Professional Firefighters Association, Local 2007

- iv) Albany Permanent Professional Firefighters Association, Local 2007-A (Battalion Chiefs)
- v) Albany Police Officers Union (Civilians Unit)
- vi) Albany Police Officers Union (Communications Unit)

4.2 Duties to be performed by the selected proposer(s) include, but are not limited to, the following: Analyze cases; assist in the preparation of formal charges; gather and organize evidence; review and organize files for hearings or arbitrations; respond to discovery demands; prepare witnesses; engage in settlement negotiations; conduct hearings or arbitrations; negotiate collective bargaining agreements; prepare and file post-hearing briefs; and handle any appeals.

4.3 In addition, the successful proposer(s) will be expected to render to the Corporation Counsel legal advice and any legal opinions necessary with regard to legal issues related to employee discipline or discharge or any other employment-related matters as requested by the Corporation Counsel.

4.3.1 The selected proposer(s) shall provide consultation and advice regarding the City's rights in connection with the following:

- i) Civil Service Law
- ii) Taylor Law
- iii) Fair Labor Standards Act
- iv) Unemployment Insurance Law
- v) Workers Compensation Law
- vi) Human Rights/Discrimination
- vii) Disability Benefits
- viii) Contract Administration and Enforcement
- ix) Grievances Filed Against Employer
- x) Employee Discipline Matters
- xi) Work Rules (Policy and Handbook Review)
- xii) Layoff Procedures
- xiii) General Municipal Law
- xiv) Americans with Disabilities Act
- xv) Family and Medical Leave Act
- xvi) Omnibus Transportation Employee Testing Act of 1991 (DCL Drug Testing)

4.3.2 The selected proposer(s) shall provide advice and representation in connection with:

- i) All steps of contract grievance proceedings and disciplinary proceedings (including arbitration preparation, arbitration and closing briefs).
- ii) Matters before the Public Employment Relations Board (e.g., Improper Practice Charges, Managerial/Confidential Petitions, and Union representation challenges), including the preparation of pleadings and attendance at all prehearing conferences and hearings.
- iii) Attendance at relevant Labor/Management meetings and meetings of the Legislative body and committees thereof.
- iv) Labor contract negotiations, including handling impasse papers and interest arbitrations matters.

- 4.4 The selected proposer(s) shall provide management and supervisory training in connection with employee corrective action, contract administration and other topics (two (2) full day sessions, or four half-day sessions, per calendar year).
- 4.5 The selected proposer(s) will be required to brief the Corporation Counsel's office and the appropriate City department head and provide status reports on all cases assigned. In addition, the selected proposer(s) will be required to provide to the Corporation Counsel's Office copies of all pleadings, documents, etc. produced or used in the engagement. The selected proposer(s) shall provide periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.
- 4.6 All work to be performed by the selected proposer(s) shall be performed under the supervision of a partner of the law firm. Hearings, arbitrations, and negotiations shall be conducted by said partner, unless otherwise agreed to by the Corporation Counsel's Office.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period for the service contemplated by this RFP will be two (2) years. The City reserves the right to extend the agreement for two (2) additional one (1) year periods upon budget approval.
- 5.2 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request. The City of Albany will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Each cost proposal must state an "hourly" fee structure for providing all of the services set forth in Section 4 above. Each cost proposal must detail the hourly rates to be billed for work performed by partners, senior associates, junior associates, law clerks, and paralegals. The submission of a "blended" rate is permissible. The cost proposal may also include a total not to exceed flat monthly fee for providing all of the services contemplated in Section 4 above.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 7.2 Proposals shall be examined and evaluated by the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made to the Mayor for a contract award based on the following criteria:

- * Proposer's demonstrated capabilities, professional qualifications, and experience in public sector labor and employment law and specific experience in public sector employee discipline and discharge hearings and arbitrations and collective bargaining negotiations.
- * The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
- * Total proposed cost.
- * Completeness of the proposal.

7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 8: ALTERNATIVES:

8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

9.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

10.1 All inquiries with respect to this Request for Proposals shall be directed to the City of Albany Corporation Counsel's Office as follows:

Michelina C. Wojton, Esq.
 Assistant Corporation Counsel
 City Hall - Room 106
 24 Eagle Street
 Albany, NY 12207

10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to the party submitting the inquiry(ies) and all questions and answers will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda and posted on the City's website will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
 - (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
 - (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
 - (c) **Professional Malpractice Insurance:** A policy or policies with limits of not less than \$1,000,000. The professional malpractice insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- 12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
 - (a) The City of Albany is named as an additional named insured.
 - (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office.
 - (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.
- 12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2012, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2012, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2012, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____