

**Albany Water Board**  
**REQUEST FOR PROPOSALS**  
**FOR THE PROVISION OF**  
**LEGAL SERVICES**

Proposal Number 2019-25  
July 18, 2019

**SECTION 1: PURPOSE**

1.1 The Albany Water Board hereby requests proposals from qualified firms and attorneys to provide legal counsel and representation to the Albany Water Board (BOARD), the Albany Municipal Water Finance Authority (AUTHORITY) and the City of Albany (CITY) pertaining to regulatory requirements for Water & Wastewater, environmental, land use, and other Public Authority matters on an as-needed basis. Proposers must have a demonstrated expertise and experience in regulatory requirements, environmental law, land use issues and other related areas. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

1.2 Background

The City of Albany Water and Sewer System (System) provides water supply and distribution, and the collection and disposal of sewage, principally for the City of Albany (City). The System, as presented in the accompanying combined financial statements, began operations in 1988, and consists of two legally separate, but interdependent, entities: Albany Water Board (Board) and Albany Municipal Water Finance Authority (Authority). The System is a component unit of the City and, as such, is included in the City's financial statements.

The Board, a corporate municipal instrumentality, was established in 1986 with the power to set and collect water and sewer fees in amounts sufficient to pay the debt service on the bonds of the Authority, as well as to provide for the costs of the operation and maintenance of the System. The primary responsibility of the Board is to charge, collect, and enforce rates and other charges for the System. The Board consists of five members who are appointed by the Mayor of the City.

The Authority, a public benefit corporation, was established in 1986 for the purpose of issuing revenue bonds to pay for the purchase, future improvement, and construction of the System. Among its powers, the Authority may borrow money, issue debt, and require that the Board charge and collect sufficient rates to pay the costs of operating and financing the System. The Authority consists of seven members, two members of whom are appointed by the Governor of New York State and five members of whom are appointed by the Mayor of the City.

The Board is a party to an Operating Agreement with the City whereby the City provides the Board with management, operational, and administrative personnel, and certain services, supplies, and equipment for the operation and maintenance of the System. Direct costs under this agreement, including substantially all operation, maintenance, payroll,

and payroll related costs, are charged to the Board (by the City) as incurred. Revenues and expenses relating to the City's use of the System, which have not been quantified and recorded in the combined financial statements, are not believed to be significant relative to the total operations of the System.

The City, Board, and Authority are parties to a financing agreement which authorized the issuance of bonds by the Authority to finance the purchase of the System (from the City). The financing agreement requires the Board to maintain a rate structure which adequately funds debt service (Note 11), requires the Board to provide for the monthly transfer of revenues to the Authority for debt service payments, and stipulates other administrative requirements for the Board, Authority, and City. The financing agreement also requires the Board to prepare an annual budget for the funding of debt service costs of the Authority and the operation and maintenance costs of the System.

## **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 August 19, 2019 at 1:00 p.m.** at the following address:

Joseph E. Coffey, P.E., Commissioner  
Albany Water Board  
10 North Enterprise Drive  
Albany, New York 12204  
Phone: 518-434-5300  
Email: [jcoffey@albanyny.gov](mailto:jcoffey@albanyny.gov)

- 2.2 Each proposal submitted will be the document upon which the BOARD & AUTHORITY and Corporation Counsel 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 expressed or implied obligation by the BOARD & AUTHORITY to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the BOARD & AUTHORITY, or participating in any selection interviews.
- 2.4 Submission of a 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 BOARD & AUTHORITY 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 BOARD & AUTHORITY 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 execution of a formal written contract. The BOARD & AUTHORITY 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 member(s) who will be assigned to this engagement if the firm's proposal is selected. Include a resume for each such professional staff member detailing the 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 regulatory requirements for Water & Wastewater, environmental, land use, and other Public Authority issues, including, but not limited to, applications and permits related thereto, and specific experience in litigation, hearings or other formal proceedings in those areas.
6. Any additional information which would serve to distinguish the firm from other firms submitting proposals.

3.2 The Board 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 BOARD & AUTHORITY.

**SECTION 4: SCOPE OF SERVICES:**

- 4.1 The selected proposer(s) will be required to act of counsel to the Corporation Counsel as counsel for the BOARD, AUTHORITY and CITY in connection with regulatory requirements for Water & Wastewater, environmental, land use, and other Public Authority matters as assigned by the BOARD & AUTHORITY and supervised by the Corporation Counsel.
- 4.2 Duties to be performed by the selected proposer(s) include, but are not limited to, the following: Render legal opinions and advice to the BOARD, the AUTHORITY and CITY in its on-going Water & Wastewater management operations including compliance with all regulatory requirements including, but not limited to that of the Authorities Budget Office; Board member training and Policy development; attendance and support for all BOARD and AUTHORITY meetings, including writing Resolutions; reviewing contracts; property acquisition and disposal, easements and licenses; NY SEQRA and related environmental regulatory requirements for projects of the BOARD & AUTHORITY; represent the BOARD, the AUTHORITY and CITY in existing and any future litigation related to Water & Wastewater management or other areas deemed necessary by the BOARD, AUTHORITY and CITY in its overall best interest and as authorized and assigned by the BOARD, the AUTHORITY and Corporation Counsel.
- 4.3 The selected proposer(s) will be required to brief the BOARD, the AUTHORITY and the Corporation Counsel's office and provide status reports on all matters assigned. In addition, the selected proposer(s) will be required to provide the Corporation Counsel's Office with copies of all pleadings, documents, etc. produced or used in the engagement.
- 4.4 All work to be performed by the selected proposer(s) shall be performed under the supervision of a partner of the law firm. Court appearances, hearings or other official appearances on behalf of the BOARD, AUTHORITY or the CITY are to be conducted by said partner, unless otherwise agreed

to by the Corporation Counsel's Office.

**SECTION 5: CONTRACT:**

- 5.1 The selected proposer(s) will be required to execute a contract with the BOARD and AUTHORITY. A sample Professional Services Agreement is available upon request. The contract period for the service contemplated by this RFP will be two (2) years and shall commence on or about September 1, 2019. The BOARD and AUTHORITY will have the right to extend the agreement for two (2) additional one (1) year terms. The BOARD and AUTHORITY also reserves 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 the services contemplated herein. 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.
- 6.2 Each proposal shall clearly set forth in detail any and all additional expenses for which reimbursement is expected. The proposal must, however, provide a guarantee that no additional fees will be charged to the BOARD or AUTHORITY without prior written consent of the BOARD or AUTHORITY.

**SECTION 7: PROPOSAL EVALUATION:**

- 7.1 Proposals shall remain valid until the execution of a contract by the BOARD and AUTHORITY.
- 7.2 Proposals shall be examined and evaluated by the BOARD, AUTHORITY and the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:
- \* The proposer's demonstrated capabilities, professional qualifications, and experience in the practice areas identified.
  - \* The wherewithal of the proposer(s) to render the requested services to the BOARD and AUTHORITY 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 the proposer's experience in the areas required, demonstrated expertise and capabilities together with the continuity of the BOARD and AUTHORITY'S on-going projects.

**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 BOARD, AUTHORITY and the CITY, its employees and agents, from and against all claims, damages, losses and expenses (including without limitation, 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 Albany Water Board as follows:

Joseph E. Coffey, P.E., Commissioner  
Albany Water Board  
10 North Enterprise Drive  
Albany, New York 12204  
Phone: 518-434-5300  
Email: [jcoffey@albanyny.gov](mailto:jcoffey@albanyny.gov)

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 that submitted the inquiry/inquiries and will be posted on the BOARD's website at [www.albanyny.gov/NewsandEvents/RFPs](http://www.albanyny.gov/NewsandEvents/RFPs). 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 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, if any, 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 \$2,000,000. 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 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.
- (b) 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.

**SECTION 14: LIVING WAGE**

14.1 The proposer selected must comply with the City's Living Wage Ordinance outlined in the City's Code, Section 42-161.

**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)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(name of firm)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he 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 signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_

**Living Wage Compliance**

City Code § 42-161 requires a living wage be paid to employees by any contractors awarded a contract by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year.

The current Living Wage, as defined by the ordinance is as follows:

|  |          |
|--|----------|
| If at least 70% of health care benefits are covered by employer: | \$ 13.27 |
| Other:   | \$ 15.42 |

Pursuant to the law, every proposal shall include a written commitment by the applicant to pay all covered employees a living wage and shall include a list of job titles and wage levels of all covered employees. Please provide titles and wage levels below for each employee who directly expends his/her time on a contract with the City.

Company Name: \_\_\_\_\_

| Job Title | Wage Range |
|-----------|------------|
|           |            |
|           |            |
|           |            |
|           |            |
|           |            |
|           |            |
|           |            |

By signing below you are agreeing to pay all covered employees a Living Wage as set forth above for the duration of the contract with the City.

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

|                 |  |
|-----------------|--|
| Office Use Only |  |
| Contract No:    |  |
| Dates:          |  |