



**CITY OF ALBANY  
DEPARTMENT OF LAW**

**REQUEST FOR PROPOSALS  
FOR THE PROVISION OF  
LABOR AND EMPLOYMENT LEGAL SERVICES**

**PROPOSALS DUE: OCTOBER 9, 2020  
AT 2:00 PM**

**RFP 202023 -23**

**AUGUST 28, 2020**

**City of Albany, New York**

**REQUEST FOR PROPOSALS  
FOR THE PROVISION OF  
LABOR AND EMPLOYMENT LEGAL SERVICES**

Proposal Number 2020-2323

August 28, 2020

**IMPORTANT NOTICE:**

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications: .....Marisa Franchini, Corporation Counsel

For Public Procurement Process Clarifications: .....Laura M. Gulfo, Esq.

**SECTION 1: PURPOSE**

- 1.1 The City of Albany hereby requests Proposals from qualified entities to provide Labor and Employment Legal services to the City of Albany. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit Proposals.

**SECTION 2: RECEIPT OF PROPOSALS:**

- 2.1 Proposers may submit Proposals electronically via BidNetDirect.com no later than **October 9, 2020 at 2:00 pm**. If a Proposer chooses to submit a Proposal by mail, then four (4) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed - Labor and Employment Legal Services" no later than **October 9, 2020 at 2:00 pm** at the following address:

Laura M. Gulfo, 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 entity, 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 reserves the right to accept or reject any and all Proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.6 The City of Albany reserves the right to award the services, in whole or in part, to one or more entities, firms and/or individuals.
- 2.7 Any award of the services 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.
- 2.8 Respondents shall avoid submission of marketing materials.
- 2.9 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the City upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

### **SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 Each Proposer shall provide a Statement of Qualifications which shall not exceed ten (10) pages (including resumes). This page limit applies only to the Statement of Qualifications, and does not apply to the Proposal. The Statement of Qualifications shall include the following:
1. A brief history and description of the entity/firm submitting the Proposal.
  2. Identification of the entity/firm's professional staff members who will be assigned to this engagement if the entity/firm's Proposal is selected. Include summarized

information regarding the professional staff members detailing qualifications, years and types of experience, education, licensure, certifications, 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. Specify a project manager and contact person to coordinate the services for the City of Albany.

3. Proof Proposer at all times obtains and maintains all licenses required by Federal, State and Local Laws to perform the services contemplated by this Agreement.
4. At least three (3) references, including addresses and telephone numbers.
5. A signed cover letter from a person within the entity/firm who is authorized to make representations on behalf of the firm and to bind the entity/firm.
6. A summary of the entity/firm's general experience in providing Labor and Employment Legal services to municipalities of the same or similar employment size as the City of Albany.
7. Any additional information which would serve to distinguish the entity/firm from other entities/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 regarding terms and conditions of employment for the City and its employees relative to all collective bargaining units including, but not limited to:

- i) AFSCME, Council 82, Albany Police Officers (Civilians Unit/Non Sworn);
- ii) AFSCME, Council 82, Albany Police Officers (Communications); and
- iii) Albany Police Supervisors Association, Albany Police Supervisors (Sergeants and Lieutenants).

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 selected 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)
- xvii) Human Resources/Personnel Administration

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, State and Federal Courts (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 three (3) years. The City reserves the right to extend the agreement for three (3) additional one-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 Please provide a cost Proposal for providing all of the services referenced 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 and the Department of Law 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 providing Labor and Employment Legal services.
  - \* 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 the 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 alternatives 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 To the fullest extent permitted by law, the selected Proposer shall indemnify, defend and hold harmless The City of Albany and its officers, boards, directors, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the selected Proposer, its employees, agents or subcontractors for any work or services performed on behalf of the City of Albany.

**SECTION 10: SPECIFICATION CLARIFICATION:**

10.1 All inquiries with respect to this Request for Proposals shall be **in writing** directed to the following address:

For project specific clarifications:

Marisa Franchini, Corporation Counsel  
Department of Law  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207

For public procurement process clarifications:

Laura M. Gulfo, Esq.  
Assistant Corporation Counsel  
Department of Law  
City Hall  
24 Eagle Street, Room 106  
Albany, New York 12207  
Phone: .....(518) 434-5050  
E-mail: .....[lgulfo@albanyny.gov](mailto:lgulfo@albanyny.gov)

10.2 All questions about the meaning or intent of the specifications shall be submitted **in writing**. Replies will be posted via the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. 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.

10.3 In addition, any changes, additions or deletions to this RFP will also be posted on the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

**OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.**



## **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: Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
  - (b) Commercial General Liability (CGL): A policy or policies of comprehensive general liability insurance of general liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
  - (c) Errors and Omissions/ Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00). Said 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"
  - (d) Excess/Umbrella Insurance: A policy or policies of insurance with limits of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
  - (e) Automobile Liability Insurance: In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$1,000,000) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.

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 **on a primary and non-contributing basis**.
- (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.

**SECTION 14: PROCUREMENT FORMS AND REQUIREMENTS:**

14.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.

14.2 Iran Divestment Act: By submission of a bid in response to this Bid request, ***“each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.”*** The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to:

<https://ogs.ny.gov/system/files/documents/2019/09/IranDivestmentActListofEntities.pdf>.

If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.

- 14.3 Non-Discrimination and Diversity Requirements: Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City of Albany hereby notifies all Consultants submitting a Proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

***“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the***

*respondent/contractor of the respondent/contractor's obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency."*

- 14.4 When providing the services contemplated by this RFP, the entity must comply with section 42-161 of the City of Albany Code, which requires payment of a living wage to all its employees working on the service contract.

**SECTION 15: SUBMISSION REQUIREMENTS:**

- 15.1 All Proposers shall be required to submit a complete Proposal. As outlined in this RFP, all Proposals shall include the following completed forms:
- A) Statement of Qualifications as outlined in Section 3.
  - B) Cost Proposal as outlined in Section 6.
  - C) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13.
  - D) An acknowledgment of understanding that by submitting a bid the Proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 14.2 and the Non-Discrimination and Diversity statement, as outlined in Section 14.3.
  - E) Living Wage Compliance Form as outlined in Section 14.4 and annexed to this RFP.
- 15.2 Failure to include all of the above items may result in the Proposal being considered nonresponsive.

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 \_\_\_\_\_, 2020, 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 \_\_\_\_\_

If Corporation:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 \_\_\_\_\_

If Partnership:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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:** \_\_\_\_\_

<b>Job Title</b>	<b>Wage Range</b>

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: \_\_\_\_\_

<b>Office Use Only</b>	
Contract No:	
Dates:	