

**REQUEST FOR PROPOSALS
COUNTY OF ONEIDA**

Request for Proposals, subject to the conditions contained herein, will be received by the ONEIDA COUNTY LAW DEPARTMENT until 4:00 P.M., local time on Wednesday, October 25, 2017 for:

LEGAL SERVICES FOR OPIOID LITIGATION

RFP No.: 2017-214

RFP issue date: October 11, 2017

Deadline for submission of proposals: October 25, 2017

Specifications MUST be RECEIVED from the Oneida County Law Department. You may request specifications by phone at 315-798-5910, or mail request to Oneida County Law Department, 800 Park Avenue, Utica, NY 13501, or print them from the Oneida County website at <http://www.ocgov.net> (public notice section).

Copies of the described RFP may be examined at no expense at the Oneida County Law Department.

Proposals must be returned as detailed in the RFP instructions. The return envelope must be clearly marked with the RFP No. 2017-214 and addressed to the Oneida County Law Department.

The County reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites bids from minority groups. This policy regarding bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

Peter M. Rayhill
Oneida County Attorney

Dated: October 11, 2017

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CONTENTS OF THE REQUEST FOR PROPOSALS

The complete Request for Proposals shall include the following:

SECTION A: INSTRUCTION TO BIDDERS

SECTION B: SCOPE OF SERVICES AND SPECIFICATIONS

DEFINITIONS AND ABBREVIATIONS

The terms used in this RFP shall have the following meanings:

“Bidder”	A practitioner or legal entity entitled to submit a proposal in response to this RFP
“Consultant”	The awarded Bidder selected to perform the project’s Scope of Services
“County”	The County of Oneida
“Days/months/years”	Calendar days/months/years
“RFP”	Request for Proposals

SECTION A – INSTRUCTION TO BIDDERS

In submitting proposals, Bidders must comply with all instructions contained in this RFP document. Failure to submit a proposal containing all of the specified information and documentation within the stated submission deadline will lead to rejection of the proposal at the County’s absolute discretion.

Article I. Tender Process Deadlines

Deadline for requesting clarifications from the County	October 18, 2017
Last date for issuing clarifications by the County	October 20, 2017
Deadline for Submission of Proposals	October 25, 2017

Article II. Packaging and Labelling of Proposals

Each submitted proposal must be sealed and must contain all documents necessary to support the proposal in the sealed package. Each submitted proposal must contain one (1) original, clearly marked “**Original,**” and two (2) copies, each clearly marked “**Copy.**”

Article III. Submission of Proposals

- A. Proposals must be received by the ONEIDA COUNTY LAW DEPARTMENT, at 800 Park Avenue, 10th Floor, Utica, New York 13501, on or before 4:00 p.m., local time on **October 25, 2017.**
- B. Any deviation from these instructions (i.e. late submissions, unsealed envelopes) is to be construed a breach of the rules, and will lead to rejection of the proposal.
- C. **The outer envelope should contain the following information:**
 - 1. The address for submission of proposal indicated above.
 - 2. The reference code of the RFP to which the Bidder is responding (**RFP No. 2017-214**).
 - 3. The name of the Bidder.

Article IV. Proposal Format

A. Proposals must contain, at a minimum, all listed items.

1. Executive Summary:
 - i. Summarize your understanding of the scope of services of the RFP.
 - ii. State exceptions and omissions to stated requirements, if any.
 - iii. Summarize any assumptions (made by the Bidder) in order to adequately respond to the requirements of this RFP.
 - iv. Summarize all resources, assumed or expected, to be provided by Oneida County. This summary should clearly identify what the Bidder expects or anticipates by way of County personnel or resources.
2. Compliance Statement:
 - i. State that you agree with all terms and conditions of the RFP.
3. Business References for work of a similar nature that verify that the Bidder has a satisfactory performance record and demonstrate that the Bidder has the capability of meeting the County's needs. References will only be considered if the Bidder clearly lists a point of contact in the client organization.
4. Scope of Services proposal:
 - i. Explain how you will provide the services requested in this RFP.

Article V. RFP Terms and Conditions

Failure to meet the specified terms and conditions of this RFP at the time of the award will result in disqualification of the Bidder.

Article VI. Validity of Proposal

Proposals must remain valid and open for the acceptance by the County for 120 days from the RFP closing date. Proposals specifying a shorter acceptance period will be rejected.

Article VII. Incomplete and Late Proposals

Incomplete and late proposals will not be accepted. It is the Bidder's responsibility to ensure that the proposal is submitted complete, on time and in accordance with the RFP terms and conditions. Late proposals shall be returned to Bidders unopened.

Article VIII. Inquiries

- A.** Bidders may submit questions **in writing** either through mail, fax or e-mail to the following address and up to the deadline for requesting clarifications in **Article I**.

Contact name: Amanda Cortese
Address: Oneida County Law Department
800 Park Avenue, 10th Floor
Utica, New York 13501
Fax No.: (315) 798-5603
E-mail: acortese@ocgov.net

- B.** Any Clarification issued by the County will be communicated in writing to all Bidders by the deadline for issuing clarifications in **Article I**, and published on the County website at **<http://www.ocgov.net>** (**public notice section**). No further clarifications will be given after the stated deadlines in **Article I**.

Article IX. Alteration of Proposals

Bidders may alter their proposals by written notification prior to the deadline for submission of proposals as stated in **Article I**. No proposals may be altered after this deadline.

Article X. Eligible Bidders

Bidders considered eligible to submit proposals are defined primarily as an entity that is legally registered to do business and practice law in the State of New York.

Article XI. Costs for Preparing Proposals

Bidders are solely responsible for all costs associated with preparation and submission of proposals. Under no circumstances shall the County be liable for any costs incurred in connection to the preparation and submission of proposals, even if the County decides to reject all proposals or cancel the RFP altogether.

Article XII. Clarification of Proposals

During the evaluation process, the County may request additional information from Bidders with regard to the submitted proposal if deemed necessary by the RFP evaluation committee.

Article XIII. Gratuity Prohibition

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

Article XIV. Amendments

During the proposal submission period, if the County decides to modify/change any requirement(s) of the RFP, the modification(s)/changes(s) shall be released through the issuance of an amendment to the RFP. Any amendment will be issued in writing, will be sent to all bidders and published on the County website at <http://www.ocgov.net> (public notice section).

Article XV. Confidentiality/Proprietary Information

All RFP materials and proposals submitted are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a Bidder to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The County reserves the right to determine whether the proposal will be released in whole or in part.

Article XVI. Ownership of Proposals

The County retains ownership of all proposals received as part of the RFP. Consequently, Bidders have no legal right to have their proposals returned to them.

Article XVII. Bid Cancellation

The County retains the right at any stage in the bidding process to cancel the entire RFP without justification to any of the Bidders. In the event of cancellation of this RFP, Bidders will be notified in writing of the cancellation by the County.

Article XVIII. Bidder's Responsibilities

It is the Bidder's sole responsibility to examine all of the RFP's terms and conditions and to request clarification from the County (only to the contact mentioned in this RFP in writing) for unclear or vague statements, if any.

Article XIX. Award

The County reserves the option of awarding only specific portions of the contract or not awarding a contract to any Bidder. Final approval to enter into a contract, and the scope of services to be provided pursuant to the contract, rests with the County.

SECTION B – SCOPE OF SERVICES AND SPECIFICATIONS

Article I. Scope of Services

- A. Services.** Oneida County is seeking legal services to (1) determine the costs the County has incurred as a result of the prescription of opioids; and (2) investigate and, if appropriate, commence and prosecute litigation against manufacturers and/or distributors of prescription opiates for damages to the County arising out of marketing and distribution of opiates.
- B. Successful Bidders.** Bidders should include any and all relevant material to distinguish itself from competitors, including, but not limited to additional services offered beyond the scope outlined in this RFP, opportunities for value added, and special skills or experiences.
- C. Conflicts of Interest.** The County requires the Consultant to disclose any conflicts of interest pertaining to the Scope of Services.

Article II. Personnel Requirements

- A.** Identify staff available to provide services the County.
- B.** Provide background and supporting information related to staff assigned to this project.

Article III. Cost Proposal

- A.** Provide your cost proposal.
 - 1.** If the proposal is for hourly billing, provide your cost proposal for each attorney and the rates charged for each category of service.
 - 2.** Describe whether additional services are billed separately for paralegal and clerical services, and include the rates on a per hour basis.

Article IV. Insurance and Indemnification

- A.** The Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1.** Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - i.** CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii.** Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing

Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for the additional insured shall include completed operations.

2. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
3. Automobile Liability.
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as and additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
4. Commercial Umbrella.
 - i. Umbrella limits must be at least \$2,000,000.
 - ii. Umbrella coverage must include Oneida County as an additional insured.
 - iii. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.
5. Workers' Compensation and Employers Liability (if statutorily required to provide).
 - i. Statutory limits apply.

B. Waiver of Subrogation. The Consultant waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. Certificates of Insurance. Prior to the start of any work the Consultant shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.

D. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Consultant and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence

by the Consultant and its sub-consultants or failure on the part of the Consultant and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

Article V. Special Terms and Conditions

- A. Advertising.** In the event a contract is awarded resulting from this RFP, no indication of such contract with the County will be used in Consultant's literature or advertising. The Consultant shall not state in any of its advertising or literature that the County has purchased its products or services.
- B. Audit.** The Consultant shall retain all books, records, and other documents relative to this contract for seven (7) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. FOR COST PROPOSALS NOT BASED ON A CONTINGENCY FEE: Availability of Funds.** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds appropriated and available or which may hereafter become available for the purpose of this Agreement. **This condition shall not be applicable to any agreement that is based on a contingency fee.**

Article VI. Evaluation Methodology

- A.** Oneida County reserves the right to award this contract in part or in whole to qualified Bidder or Bidders. Award will be selected based on evaluation of which Bidder is most responsive and responsible, and not solely on the basis of cost.
- B.** Criteria to be evaluated by the County may include the following:
 - 1. Compliance with the RFP format requirements;
 - 2. Experience;
 - 3. Future contract costs and risks;
 - 4. Company statistics;
 - 5. Responsiveness to Section B, Articles I, II and III;
 - 6. References;
 - 7. Cost; and
 - 8. Credibility of Bidder.