
1.0. Introduction

Capital Region Water (CRW) is requesting qualification-based proposals (RFQ) for special legal services from qualified law firms. CRW intends to select one law firm to provide special legal services for labor and employment matters and be designated as CRW's Special Legal Counsel for Employment.

2.0. General Information

CRW owns and operates the municipal utility systems that serve the City of Harrisburg and surrounding communities, including drinking water, wastewater (sanitary and combined) and stormwater. Law firms interested in proposing are strongly encouraged to review the more detailed information on CRW's website.

3.0. Scope of Work

The successful firm will be responsible for providing advice and counsel, and where necessary, representation in matters involving labor and employment law issues. Such representation will include, but not be limited to:

- Providing collective bargaining assistance, including support in the negotiation of collective bargaining agreements and/or any redrafting or additions to existing labor contracts;
- Providing labor contract interpretation and guidance;
- Providing interpretation of state and federal legislation impacting the areas of labor, employment, and benefits law;
- Assisting and/or representing CRW in any grievance arbitration, unfair labor practice hearing(s), or other labor related legal proceedings;
- Providing employment law advice to CRW as it relates to discipline, documentation and separation of employees, and prevention of complaints and litigation;
- Advising and representing CRW in employment matters before the EEOC and/or the PA Human Relations Commission, including preparation of Position Statements, Responses to Request for Information, appearances for on-site inspections, mediation, etc.;
- Assisting in drafting and reviewing CRW's employment policies, procedures and agreements, as requested;
- Provide, upon request, periodic employee and supervisor training.

4.0. Schedule for Selection Process

Task	Date/Time
RFQ Issued	May 10, 2019
Questions/Clarification Requests Due to CRW	May 17, 2019
Addenda Issued (if necessary)	May 22, 2019
Proposals Due	May 31, 2019 @ 2:00 PM
Interview and Selection Period	June 10-12, 2019
Designation of Law Firm by CRW Board of Directors	June 26, 2019

5.0. Submission Specifications

Submissions must contain all the following elements to be considered complete. CRW reserves the right to reject, or not consider, all or part of any submission in response to this RFQ for any reason whatsoever. CRW further reserves the right to hold interviews and request additional or clarifying information.

Proposals should provide sufficient information for CRW to evaluate and determine responsiveness as well as the ability to meet the requirements of this RFQ. At a minimum, the following sections should contain:

Section I. Firm: Background on the law firm, including areas of specialization, number of years in business, location where the majority of work will be performed and other relevant information.

Section II. Practice Areas: Provide information on the firm’s practice areas.

Section III. Staffing: Provide complete professional CVs of attorneys that will be utilized. Include three (3) work related references (preferably government references) for the person(s) being proposed to serve as lead attorney representing your firm.

Section IV. Conflict Check: Please provide a list of any possible existing or potential conflicts of interest.

Section V. Rate Structure: Provide the billing rates for the attorney(s) identified in this response. Provide information on alternate fee arrangements, if desired.

After submissions are opened and reviewed, CRW may hold interviews and request additional information for the purpose of clarification to assume full understanding of and responsiveness to the requirements of this request.

6.0. General Provisions

Addenda

Any necessary additions or corrections to this RFQ will be made by addenda and issued to all proposers of record. Addenda become part of the RFQ and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. CRW assumes no responsibility for oral instructions.

Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's ability to satisfy the requirements of this RFQ.

Incurred Expenses

Proposers are responsible for all proposal preparation and submission costs, as well as travel costs incurred in connection with interviews, if required, or other pre-award discussions or activities.

Contractor Responsibilities; Subcontractors

CRW will enter into a written fee agreement with the selected proposer only, and that proposer shall be responsible for all products and services required by the RFQ. Subcontractors, if any, must be approved by CRW prior to engagement, after review of a complete description of their role relative to the proposer.

Minority/Women/Disadvantaged Business Enterprise Participation

By responding to this RFQ, the proposer agrees to comply with CRW's M/W/DBE Policy, available at <https://capitalregionwater.com/mwdbepanoverview/>.

Conflicts of Interest

The proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the proposer is recommended for award, and propose how such conflicts might be resolved.

Acceptance Time

By submitting a proposal under this solicitation, the proposer agrees that CRW has 90 days after the due date to enter into a written fee agreement for the services outlined in this RFQ. CRW reserves the right to reject, as unacceptable, any proposal that specifies less than 90 days of acceptance time. Upon mutual agreement between the CRW and the proposer, the acceptance time for the proposal may be extended.

Billing and Payment

The successful proposer shall keep and document accurate records of time, material and transportation allocable to this agreement. Invoices shall be submitted, and payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized.

Applicable Standards/Guidelines

The selected law firm will be required to perform all services in accordance with applicable professional standards.

7.0. Submission of Proposals

Submissions must be received by **2:00 PM on May 31, 2019**.

Submit three (3) hard copies and one (1) electronic copy of the information requested, clearly labeled **RFQ for Special Legal Services from [Firm Name] Due May 31, 2019 @ 2:00 p.m.** Include a separately sealed envelope with the submission listing the schedule of fees, including hourly rates for each attorney that may work on behalf of CRW. The electronic copy shall be a PDF file type and 8.5"x11" format, clearly labeled in the subject line as stated above, with a separate file which includes the schedule of fees. The electronic copy is to be submitted via email to charlotte.katzenmoyer@capitalregionwater.com or on a USB drive, clearly labeled as stated above, to:

Attn: Charlotte Katzenmoyer
Chief Executive Officer
Capital Region Water
212 Locust Street, Suite 500
Harrisburg, PA 17101

CRW reserves the right to require any firm to submit additional information deemed necessary in evaluating the proposals.

If CRW wishes to conduct interviews, the selected firm or firms will be notified by **June 5, 2019**. Interested firms should prepare to participate in interviews between **June 10 to June 12, 2019**.

8.0. Selection Criteria

Evaluation and selection of the RFQ will be based on content and responsiveness to all proposal requirements and in the best interests of CRW. The evaluation criteria for this RFQ includes a combination of:

- **Experience:** Relevant experience of the firm and individuals assigned to the project.
- **Expertise:** Relative quality and depth of the firm's expertise and individuals assigned to provide legal services.
- **Responsiveness:** Overall organization, completeness, and quality of the response to this RFQ, including cohesiveness, conciseness, and clarity of response.
- **References:** Information provided by client references.
- **Diversity** in representation.
- **Cost:** The schedule of fees, including hourly rates, will be considered after the top qualified proposers are selected.
- **Interviews**, if conducted.

The response to this RFQ and interviews and responses to requests for additional information and clarifications will be the basis for evaluation of and selection of special counsel. The successful firm must be willing to work pursuant to CRW's contract terms and conditions which include, among other things, non-discrimination requirements, indemnification provisions, and insurance coverage requirements. A copy of the General Terms and Conditions is attached as Appendix A.

CRW's Chief Executive Officer and appropriate staff will review submissions and make recommendations to the Board of Directors for final approval.

The selected firm and CRW will memorialize their understanding in a written fee agreement that will incorporate the provisions of this RFQ, the firm's proposal and the General Terms and Conditions.

Section I. Definitions:

The following terms and expressions used in the Contract Documents shall be defined and understood as follows:

1. "Authority" shall mean the Capital Region Water.
2. "Commonwealth" shall mean the Commonwealth of Pennsylvania.
3. "Contract" shall mean the contract between the Authority and the law firm.
4. "Contract Documents" shall mean the documents that compose the entire understanding between the Authority and the Law Firm.
5. "Law Firm" shall mean the selected law firm.
6. "Working Day" shall mean a calendar day except Saturday, Sunday, and any day made a legal holiday by the laws of the Commonwealth or the United States.

Section II. Payment:

- A. The law firm shall invoice the Authority on a monthly basis for actual time expended at the rates listed on Exhibit "A" to this Agreement with sufficient detail of services rendered acceptable to the Authority. Provided the law firm has performed its services in accordance with the Contract, the Authority shall pay the law firm for such services within forty-five (45) days from the date of receipt by the Authority of the law firm's invoice. All invoices are to be sent to the Accounts Payable Department of the Authority at the address listed on the Contract.

Section III. Disputes:

- A. All claims, disputes and other matters in question between the parties to the Contract arising out of or relating to the Contract or the breach thereof, shall be decided by the Court of Common Pleas of Dauphin County.

Section IV. Nondiscrimination:

- A. During the term of the Contract, the law firm agrees to comply with the following "nondiscrimination clause":

The law firm shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The law firm shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The law firm shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

- B. The law firm shall in advertisements or requests for employment placed by it or on its behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex;
- C. The law firm shall furnish to the Authority, all necessary employment documents and records and shall permit access by the Authority to the law firm's books, records, and accounts, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations. If the law firm does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Authority; and
- D. The law firm's obligations under this nondiscrimination clause are limited to the law firm's facilities within the Commonwealth of Pennsylvania.

Section V. Termination and Suspension:

- A. For the convenience of the Authority, the Contract may be terminated for any reason by the Authority after seven (7) calendar days' written notice. In the event of termination under this Section V.A., the law firm shall be paid that portion of the payment due to the law firm hereunder which represents the compensation for services performed to the date of termination and all

termination expenses. Termination expenses are defined as those expenses arising subsequent to termination and that are directly attributable to the transitioning of files to the Authority or to replacement counsel.

- B. This Contract may be terminated by either party hereto upon seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the party initiating the termination. In the event of termination under this Section V.B., the law firm shall be paid that portion of the payment due to the law firm hereunder which represents the compensation for services performed to the date of termination.

Section VI. Contractor Integrity:

- A. The following terms used in this Section VI. shall be defined and understood as follows:
1. "Confidential" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority;
 2. "Consent" means written permission by a duly authorized member or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification or contractual terms, the Authority shall be deemed to have consented by virtue of execution of the Contract;
 3. "Financial Interest" means ownership of more than a five (5) percent interest in any business; or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management; and
 4. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- B. The law firm shall maintain professional standards of integrity in the performance of the services required hereunder and shall take no action in violation of federal or state laws, regulations, or other requirements that govern contracting with the Authority.
- C. The law firm shall not disclose to others any confidential information gained by virtue of the Contract.

- D. The law firm shall not, in connection with the Contract or any other contract with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any member or employee of the Authority.
- E. The law firm shall not, in connection with the Contract or any other contract with the Authority, directly or indirectly, offer, give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any member or employee of the Authority, the City of Harrisburg, or the Commonwealth of Pennsylvania.
- F. Except with the consent of the Authority, neither the law firm nor anyone in probity with the law firm shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of the services required hereunder except as provided herein.
- G. Except with the consent of the Authority, the law firm shall not have a financial interest in any other law firm, or supplier providing services, labor, or material for the services required hereunder.
- H. The law firm, upon being informed that any violation of this Section VI. has occurred or may occur, shall immediately notify the Authority in writing.
- I. The law firm, by execution of the Contract and by the submission of any bills or invoices for payment pursuant hereto, certifies and represents that the law firm has not violated any of these provisions.
- J. The law firm shall, upon request of the Authority or the Office of State Inspector General, reasonably and promptly make available to the Authority and that office and its representatives, for inspection and copying, all business and financial records of the law firm of, concerning, and referring to the Contract or which are otherwise relevant to the enforcement of this Section VI.
- K. For a violation of this Section VI., the Authority may terminate the Contract and any other contract with the law firm, claim liquidated damages in an amount equal to the value of anything received in breach of this Section VI., claim damages for all expenses incurred in obtaining another law firm to complete performance under the Contract, and debar and suspend the law firm from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation or otherwise.

Section VII. Insurance:

A. The law firm shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the law firm's services required under the Contract, the types of insurance specified in this Section VII. The insurance required by this Section VII shall be procured from reputable insurers, acceptable to the Authority and authorized to do business in the Commonwealth of Pennsylvania. In no event shall work be performed pursuant to the Contract until the required evidence of insurance has been furnished to the Authority. If the law firm fails to obtain or maintain the required insurance, the Authority shall have the right to treat such failure as a material breach of the Contract and to exercise all appropriate rights and remedies. The insurance policies required by this Section VII shall provide for at least thirty (30) calendar days' prior written notice to be given to the Authority in the event coverage is materially changed, cancelled or non-renewed.

B. The amount of Insurance required by this Section VII is as follows:

i. Workers Compensation and Employers Liability:

Workers Compensation: Statutory limits.

Employers Liability: \$500,000 each accident - bodily injury by accident
\$500,000 each employee - bodily injury by disease
\$500,000 policy limit - bodily injury by disease.

Other States' coverage and Pennsylvania endorsement.

ii. General Liability Insurance:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage;
\$1,000,000 personal and advertising injury; and,
\$2,000,000 general aggregate.

Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

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- iii. Automobile Liability:
Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability.
- Coverage: Owner, non-owned and hired vehicles.
- iv. Professional Liability Insurance:
Limit of Liability: \$1,000,000 with a deductible not to exceed \$25,000.
- Coverage: Errors and omissions.

Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the insurance policy or "tail" coverage for a period of at least two (2) years after completion of the services.

- C. Certificates of insurance evidencing the required coverages shall be submitted to the Authority at least ten (10) calendar days before work is begun. This ten (10) calendar day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Authority, but under no circumstances shall the law firm actually begin work without providing the required evidence of insurance. The Authority reserves the right to require the law firm to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) calendar days' prior written notice to the law firm.
- D. It is expressly understood and agreed that the furnishing of insurance pursuant to this Section VII. shall in no way limit the liability or responsibilities and obligations of the law firm as provided in the Contract.

Section VIII. Indemnification:

- A. The law firm shall indemnify, defend, and hold harmless the Authority, and its officers, employees, and agents, from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily injury, personal injury, or damage to tangible property to the extent occasioned wholly or in part by the law firm's act or omission or the act or omission of the law firm's agents, representatives, officers, employees, or servants pursuant to the Contract.

Section IX. Ownership of Documents:

- A. All reports, notes and other documents and instruments prepared by the law firm in accordance with the Contract are and shall remain the property of the Authority.

Section X. Notices:

- A. All notices required by the Contract or other communications to either party by the other shall be deemed given when made in writing and received or when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as on the Contract Documents.

Section XI. Entire Contract:

- A. This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations, and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof.

Section XII. Severability:

- A. The provisions of the Contract are severable and if any of its provisions become or are found to be unlawful, the decision so holding shall not be construed to impair or affect the enforceability of the remaining provisions of the Contract or any part hereof.

Section XIII. Amendments:

- A. This Contract may not be amended or modified in any way except by a written instrument executed by each of the parties hereto. In the event that an amendment to the Contract is desired by either party, the party wishing to amend must present the proposed amendment in writing to the other party. If the amendment is accepted by the other party, a true copy of the amendment shall be signed by the parties' official representatives and shall be attached as a rider to the Contract.

Section XIV. Section Headings:

- A. The section headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of any provisions of the Contract.

Section XV. Other Laws:

- A. Any and all other applicable state or federal laws not specifically mentioned in the Contract shall also apply to the parties.

Section XVI. Governing Law:

- A. The Contract shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.