

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

Request for Proposal

Legal Services

Western Regional Off-Track Betting Corporation

8315 Park Road

Batavia, New York 14020

SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose

The Western Regional Off-Track Betting Corporation (“WROTB”) is soliciting qualifications and proposals from qualified law firms to provide legal representation and counsel to WROTB in employment-related matters. WROTB currently has pending litigation and is seeking experienced firms with demonstrated expertise in labor and employment law, litigation management, and public sector representation to respond to this solicitation.

Qualified firms should possess substantial experience representing public benefit corporations, municipalities, or similar governmental entities in matters including, but not limited to, employment litigation, labor relations, collective bargaining issues, workplace investigations, personnel matters, discrimination claims, and compliance with applicable federal and New York State employment laws.

Firms responding to this solicitation should provide information regarding their qualifications, relevant experience, proposed legal team, hourly rates, litigation experience, references, and any other information deemed relevant to WROTB’s evaluation process.

In responding to this RFQ/P, Proposers must follow the prescribed format as outlined in Section 3. By doing so, each Proposer will be providing WROTB with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the WROTB process.

1.2 Procurement Officer

The Procurement Officer identified below is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Proposer.

Megan M. Glor
Director of Purchasing/Procurement Officer
Western Regional Off-Track Betting Corporation
8315 Park Road
Batavia, New York 14020
Email: mglor@westernotb.com
Phone: (585) 343-1423 ext. 6241

1.3 Presentation and Clarification of WROTB’s Rights and Intentions

WROTB may select multiple Proposers, however, this intent does not commit WROTB to award a contract or assignment to any responding Proposer, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. WROTB reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFQ/P if it is in the best interest of WROTB to do so.

You are invited to present your qualifications and proposal. Your response should be directed to Megan M. Glor, Director of Purchasing/Procurement Officer via email, mglor@westernotb.com, and received no later than 3:00 p.m. EST on Friday, May 22, 2026.

1.4 Overview of the Organization

The Western Regional Off-Track Betting Corporation (WROTB) is one of five (5) Regional OTB Corporations established and financed by their respective municipal sponsors following the enactment of permissive legislation by New York State in 1973. WROTB is established as a public benefit corporation. Its geographical area is comprised of seventeen (17) counties, fifteen (15) of which participate as members of WROTB, and the two (2) cities of Rochester and Buffalo. The statutory objective of WROTB is:

1. To prevent and curb illegal bookmaking while providing a reasonable revenue stream for the support of government.
2. To promote the well-being of the horse racing and breeding industries in New York State.
3. To facilitate the local economy by providing employment to its residents.

WROTB began its pari-mutuel wagering operations in May of 1974 with twenty-nine (29) branch facilities and a telephone betting operation opened by 1974's year end. Today, WROTB is a multi-faceted gaming enterprise which operates the following:

- Six (6) traditional brick and mortar off-track betting facilities.
- Two (2) "enhanced" branch facilities defined as having food concession services on-site.
- Twenty-three (23) EZ Bet locations.
- One internet wagering site referred to as "Batavia Bets".
- One telephone betting center referred to as "Dial-A- Bet" located at Batavia Downs Gaming.
- One inter-track wagering (ITW) facility located at Batavia Downs Gaming.
- Operation of a seventy-one (71) day live harness racing meet conducted at Batavia Downs Gaming.
- Operation of a video lottery gaming facility located at Batavia Downs Gaming with 946 gaming machines.
- Operation of food and beverage venues located at Batavia Downs Gaming.

Video Lottery Gaming:

Batavia Downs Gaming, owned and operated by WROTB, is a licensed video lottery gaming agent of the New York State Gaming Commission. The State Gaming Commission is charged with overseeing and regulating the conduct of video lottery gaming at seven (7) licensed racing/gaming facilities and four (4) state-owned casinos within New York State.

SECTION 2 – PROPOSAL CONTENTS: The proposer, in its proposal shall include the following:

Proposal Requirements

A. Legal Experience

The proposer should describe its experience representing clients in employment-related matters, including but not limited to labor disputes, employment litigation, workplace investigations, discrimination and harassment claims, collective bargaining matters, wrongful termination claims, and compliance with federal and New York State employment laws. Proposers should also identify any experience representing public benefit corporations, municipalities, or other governmental entities, as well as experience handling pending litigation and administrative proceedings.

B. Organization, Size, Structure, and Areas of Practice

The proposer should provide an overview of the firm, including:

- Firm size and number of attorneys
- Organizational structure
- Areas of legal practice and specialization
- Office location(s) and primary office servicing WROTBC

C. Qualifications

The proposer should include a description of the qualifications and experience of the attorneys who would be assigned to represent WROTBC. This should include:

- Years of experience
- Relevant labor and employment law expertise
- Litigation and trial experience
- Experience representing governmental or quasi-governmental entities
- Resumes or biographies of key personnel proposed for the engagement

D. Price Proposal

The proposer should provide a detailed fee proposal, including hourly billing rates for attorneys, paralegals, and other support staff. The proposal should also include any alternative fee arrangements, cost-containment measures, and performance- or results-driven percentage structures, if applicable. All reimbursable expenses and billing practices should be clearly identified.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

- A. Acceptance Period and Location:** To be considered, respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their submittals rejected. Submittals should be emailed to mglor@westernotb.com. Submittals must be received on or before 3:00p.m. EST on Friday, May 22, 2026. There will be no public opening of the submittals.

3.2 Response Date

To be considered, submittals must be received on or before the time and date specified in Section 3.1 A. **Requests for extension of the submission date will not be granted.**

3.3 Term

- For the period of three (3) years.
- Western may renew the agreement and extend the services for two (2) additional one (1) year periods.

3.4 Clarification of RFP and Questions

Questions that arise prior to or during response preparation must be submitted in writing or via email. Questions and answers will be provided to all potential respondents who have received proposals and must be acknowledged in the RFQ/P response. No contact will be allowed between the respondent and any other employee of WROTB with regard to this RFQ/P during the restrictive period. Prohibited contact will be grounds for respondent disqualification.

3.5 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFQ/P, an addenda will be provided to all firms. An acknowledgement of such addenda, if any, must be submitted with the RFQ/P response.

3.6 Organization of Qualification and Proposal Statement

This section outlines the information that must be included in your Qualifications Statement. Please respond with your information in the same order as the items in the section.

- A. Table of Contents:** Include a Table of Contents at the beginning, which clearly outlines the contents of your submittal.
- B. Company Information:** Provide a brief description of your firm including the number of years in business, identification of company ownership and the number of employees.
- C. Project Team:** List the specific project team members, including resumes. WROTB places great importance on individual team members. Those proposed should be available, listing “alternatives” is acceptable.
- D. Scope of Services:** Certify compliance with the scope of services as listed in section 2.
- E. References:** Provide a minimum of three (3) clients for whom your firm has provided similar services. Include the following for each client:
 - i. Name and address of the client;
 - ii. Name and telephone of the contact person;
 - iii. Summary of the services provided.
- F.** Include the Non-Collusion Bidding Certification, Offerer Disclosure form and Offerers Affirmation of Understanding and Agreement form pursuant to State Finance Law 139j and 139k.

3.7 Organization of the Fee Structure Response

This section outlines the information that must be included in your Fee Structure response.

- A. Fee Structure Response:** Please provide a detailed description of your fees and how they are structured, earned and charged.

3.8 Method of RFP Evaluation

A. Evaluation Committee: Selected personnel from WROTB will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted responses for the RFQ and make a recommendation for selection.

B. Evaluation and Selection Criteria: All properly prepared and submitted Qualifications Statements shall be subject to evaluation deemed appropriate for the purpose of selecting the respondent to whom a selection may be made. Evaluation of the submittals will consider several factors, each of which has an impact on the relative success of the respondent to provide Legal Services. Responses to this RFQ/P will be evaluated according to, at least, the following criteria:

- Experience and Qualifications
- Staff Assigned
- Fee Structure
- References and past performance
- Availability

3.9 Oral Presentation

Respondents who make a submittal may be invited to make a presentation of their qualifications to the evaluation committee. These presentations will provide an opportunity for the respondent to clarify their qualifications to ensure a thorough mutual understanding. At the same time, WROTB is under no obligation to offer any respondent the opportunity to make such a presentation.

4.0 Investigations

WROTB reserves the right to conduct any investigations necessary to verify information submitted by the respondent and/or to determine the respondent's capability to fulfill the terms and conditions of the scope of services that is described herein. WROTB reserves the right to visit a prospective respondent's place of business to determine the existence of the company and the management capabilities required to administer this agreement. WROTB will not consider respondents that are in arrears to WROTB, in bankruptcy, or in the hands of a receiver at the time of responding or at any time of selection.

SECTION 4 – GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

WROTB reserves the right to refuse and all responses, in part, or in their entirety, or select certain aspects from various respondents, or to waive any informality or defect in any response should it be deemed in the best interest of WROTB. WROTB is not committed, by virtue of this RFQ, to make a selection. The responses submitted become the property of WROTB. If it is in the best interest to do so, WROTB reserves the right to:

- A. Make selections based solely on the responses or negotiate further with one or more respondents. The respondent selected will be chosen on the basis of greatest benefit to WROTB as determined by an evaluation committee and may negotiate with the selected respondent.

4.2 Acceptance of Response Content

The contents of the response of the successful firm may become contractual obligations, should award ensue. Failure of a respondent to accept these obligations may result in cancellation of the award.

4.3 Property Rights

For purposes of this RFP and for the contract, the term "Work" is defined as all data, records, files and information, work products, discs developed, produced or generated in connection with the services to be provided by the respondent. WROTB and the respondent intend the selection to be for services, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the respondent to be a work made for hire. In making a submittal in response to this RFQ, the respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of WROTB.

The Respondent and the Respondent's employees shall have no rights or ownership of the Work and any and all documentation or other products and results of the services or any other property of WROTB. Any property or Work not specifically included in the submittal as property of the respondent shall constitute property of WROTB.

4.4 Incurring Costs

WROTB is not liable for any costs incurred by respondent prior to the effective date of this selection.

4.5 Material Submitted

All rights, title and interest in the material submitted by the respondent shall vest in WROTB upon submission of the response to WROTB without any obligation or liability by WROTB to the respondent. WROTB has the right to use any and all ideas presented by a responder.

4.6 Procurement Policy

Pursuant to State Finance Law §139-j and §139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Government Entity (WROTB) and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through the final award and approval of the Procurement Contract by WROTB. ("Restricted Period"), to other than WROTB's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section §139-j (3) (a). WROTB's Procurement Officer for this Government Procurement, as of the date thereof, is identified on the first page of this Request for Qualification and Proposal. WROTB employees are also required to obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Offerer/Bidder pursuant to the two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/Bidder is debarred from obtaining Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

WROTB reserves the right to terminate this contract in the event it is found the certification filed by the Offerer/Bidder in accordance with State Finance Law §139-k (5) was intentionally false or intentionally incomplete. Upon such finding, WROTB may exercise its termination right by providing written notification to the Offerer/Bidder in accordance with the written notice terms of this contract. WROTB reserves the right to reject any and all Proposals if deemed it to be in the best interest of the Corporation and to waive any informalities thereof.

Certifications and Standard Clauses

These Standard Clauses apply to all contracts, invitations for bid, requests for proposal (RFP), and requests for qualifications (RFQ) issued by the **Western Regional Off-Track Betting Corporation (WROTB)**. Hereafter, the term “*WROTB*” shall be used to reference the Western Regional Off-Track Betting Corporation.

Independent Contractor

The contractor shall perform services as an independent contractor and not as an officer, employee, or agent of WROTB. Nothing contained in this contract shall be construed as creating a relationship of employer and employee between WROTB and the contractor or any of its personnel.

Termination for Convenience

WROTB reserves the right to terminate the contract for convenience and without cause, upon thirty (30) days’ written notice to the consultant. In the event of such termination, the consultant shall be entitled to compensation for goods or services satisfactorily provided up to the effective date of termination but shall not be entitled to recover any additional damages or anticipated profits on work not performed.

Termination for Cause

WROTB reserves the right to terminate the contract immediately for cause if the proposer fails to perform its obligations, violates applicable laws or standards, or otherwise materially breaches the terms of engagement.

Compliance with Laws

The proposer shall comply with all applicable federal, state, and local laws, rules, and regulations, including those of the New York State Gaming Commission, in connection with the performance of the contract.

Confidentiality

The proposer shall treat as confidential all non-public information obtained during the course of the contract. Such information shall not be disclosed except as required by law, professional standards, or with the prior written consent of WROTB.

Records Retention and Work Product

WROTB reserves the right to require proposers to maintain and provide access to records related to the contract, in a scope and for a period of time appropriate to the nature of the engagement. Such records may include, but are not limited to, documents relating to performance, deliverables, billing, and any final reports or work product produced under the contract.

Assignment and Subcontracting

The bidder shall not assign, transfer, or subcontract any portion of the contract without the prior written consent of WROTB.

Indemnification

To the fullest extent permitted by law, the successful proposer shall defend, protect, indemnify, and hold harmless WROTB, its affiliates and their respective directors, officers, employees, representatives and agents from any and all claims, actions, proceedings, investigations, losses, liabilities, damages (including, without limitation damage to property), injury to persons (including, without limitation, death) penalties, fines, costs and expenses (including, without limitation, attorneys' fees and costs) relating in any way to (i) the proponent's bid, (ii) any act or omission of the proponent relating in any way to its performance under the contract, and or (iii) and default of breach by the proponent, whether threatened, actual or alleged.

Non-Discrimination

The proposer agrees that, in the performance of this contract, it will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, veteran status, or any other characteristic protected by applicable federal, state, or local law. The bidder shall take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to these protected categories.

Insurance and Workers' Compensation

The successful proposer shall furnish WROTB Certificates of Insurance indicating the type, amount, class of operations, coverage effective dates, and expiration dates of such policies. Such certificates shall also contain substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered except (a) after ten (10) days' written notice has been received by WROTB and (b) the Unlimited Indemnity shown in the contract documents is included."

WROTB shall be named as an **additional insured** on proponent-provided certificates. Insurance shall be **primary and non-contributory**.

The proposer shall be solely responsible for the payment of all required premiums and shall remain liable for any deductibles, self-insured retentions, or claims in excess of stated coverage limits.

WROTB reserves the right to modify or waive specific insurance requirements based on the nature of the agreement.

Non-Collusive Bidding

By submission of proposal, the proposer certifies under penalty of perjury that the prices in its proposal have been arrived at independently and without collusion, consultation, communication, or agreement with any other potential proponent or competitor for the purpose of restricting competition.

Governing Law

This contract shall be governed by, and construed in accordance with, the laws of the State of New York.

No Arbitration

Disputes involving this contract shall not be subject to mandatory arbitration. Any legal actions shall be brought in a court of competent jurisdiction in New York State.

Reciprocity and Sanctions Provisions

The proposer certifies that it is not on any federal or state debarment or sanctions list and will immediately notify WROTB if it becomes subject to such restrictions during the term of the contract.

Final Agreement

The proposer agrees and understands that this invitation for bid, and any addenda will be incorporated and become part of the final agreement.

NON-COLLUSION CERTIFICATION

By submission of this proposal, the authorized representative 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 the representative's knowledge and belief:

1. The prices in this 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 other competitor;
2. Unless otherwise required by law, the prices which have been proposed have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any other 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 proposal for the purpose of restricting competition.
4. Except for inquiries within the purview of the proposal process, each proposer and each signing on behalf of any proposer certifies it has not communicated with any officer, employee, agent, or consultant of WROTB regarding this bid for the purpose of securing itself a favorable advantage.

In compliance with this invitation for proposal and subject to the conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish any and all items upon which prices are submitted.

AUTHORIZED REPRESENTATIVE

BUSINESS NAME

PRINT NAME

ADDRESS

TITLE

CITY, STATE & ZIP CODE

DATE

TELEPHONE #

EMPLOYER TAX ID
OR SOCIAL SECURITY #

FAX NUMBER

YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR PROPOSAL

Offerer's Certification of Compliance

With State Finance Law §139-k(S)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to provisions of State Finance Law §139-k or §139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true, and accurate.

Offerer Certification:

I certify that all information provided to the Western Regional Off-Track Betting Corporation with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name:_____

Contractor Address:_____

Procurement Lobbying Termination

Western Regional Off-Track Betting Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Western Regional Off-Track Betting Corporation may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Offerer Disclosure of Prior Non-Responsibility Determinations

instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Signature

Instructions
Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(5) obligates WROTB to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law 139-j. In accordance with State Finance Law 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State finance Law § 139-k. State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(5) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (3) and §139-k(5).

Instructions:

The Western Regional Off-Track Betting Corporation includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over fifteen thousand dollars (\$15,000.00).

Offeror's Affirmation of Understanding of and Agreement pursuant to
New York State Finance Law §139-j(3) and §139-j(6)(b)

New York State Finance Law §139-j(6)(b) provides that:

Every government entity shall seek written affirmations from all offerors as to the offeror's understanding of and agreement to comply with the government entity's procedures relating to permissible contacts during a governmental procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of WROTB relative to permissible contacts as required by New York State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____