

Village of Freeport
Community Development
Agency

Request for Proposals for Legal Services

Village of Freeport Community
Development Agency

January 11, 2017

I. INTRODUCTION

The Village of Freeport Community Development Agency (the "Agency") is currently seeking proposals to provide legal services for various activities in which the Agency undertakes. The Agency receives funding under the U.S. Department of Housing and Urban Development, Community Development Block Grant Program, and the Village of Freeport, and conducts extensive urban renewal within the Village of Freeport.

The Agency will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizen status.

II. PROPOSAL PROCEDURE

A. Anticipated Schedule for Selection of Proposal

Request for Proposals ("RFP") Issued

Wednesday, January 11, 2017

Proposal Due Date

Friday, February 17, 2017 no later than

4:00p.m.

B. Preparation of Proposal, Including Number of Copies Required

Each proposal shall be prepared simply and economically, and should avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section 2 of this RFP entitled *Mandatory Proposal Response Requirements*. Each response should be clearly numbered and the full question listed.

Five (5) copies of the proposal should be submitted.

C. Inquiries and Submission of Proposals

Questions about the RFP and submission of proposals shall be directed by fax or

email to:

Village of Freeport Community Development Agency

11 Richmond Street, 2nd Floor

Freeport, NY 11520

(516)442-4844

Klabradorfcda@optonline.net

All proposals must be delivered in a sealed envelope, to the above office on or before Friday, September 16, 2016 at 4:00 p.m. Proposals received after the above date and time will not be considered. The Agency is under no obligation to return proposals.

No contact with any other Agency personnel other than the authorized contact person is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate disqualification. It is requested that any and all contact with the authorized contact person be made by fax or e-mail.

D. Time and Location of Proposer Presentations

Selected proposers may be asked to deliver an oral presentation. Those proposers will be notified to arrange the date and time for such a presentation.

E. Effective Period of Proposals

All proposals must state the period (the "Offer Period") for which the proposal shall remain in effect (i.e., how much time the Agency has to accept or reject the proposal under the terms proposed), The Offer Period shall be no fewer than 120 days from the proposal date.

F. Method of Proposal Selection

The Agency will begin to evaluate proposals after Monday, September 5, 2016. The Agency reserves the right to hold all proposals for a period of up to 120 days beyond the final date for submission of proposals before making any determination.

In order to facilitate choosing the best proposal for the Agency, each proposal will be evaluated based upon the following factors:

1. Proposal conciseness, completeness and clarity of presentation.
2. Prior experience in performing services and in the subject matter areas of the type contemplated by this RFP
3. Overall expertise
4. Cost
5. Reputation
6. Any other information that would assist the RFP Evaluation Committee in the selection process.

G. Agency's Right of Rejection

Notwithstanding any other provisions of this RFP, the Agency reserves the right to award this contract to the proposer that best meets the requirements of the RFP, and not necessarily to the lowest bidder. Further, the Agency reserves the right, for any or no reason and in its sole and absolute discretion, to (i) amend, in whole or in part, withdraw, or cancel this RFP, and (ii) accept or reject any or all proposals prior to execution of the services contract for any or no reason and with no penalty to the Agency.

H. Award of Contract

The Agency shall select a firm's proposal and notify the firm by means of a Notice of Award. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the Agency's acceptance of the proposal nor a binding commitment on behalf of the Agency to enter into a services contract with the firm(s), as any binding arrangement must be set forth in definitive documentation signed by both parties.

I. Contract Negotiations

The Agency intends to enter into contract negotiations with the firm or firms selected by the members of the Agency, based upon the recommendation of Agency staff. The firm(s) selected shall be required to enter into a written contract or contracts (hereinafter, the

"Contract") with the Agency for legal services in a form approved by Agency staff. This RFP and the proposal selected, or any part thereof, may be incorporated into and made a part of the Contract, provided however, that Section III (A) of this RFP is expressly made a part of the Contract. The Contract may contain provisions not contained herein, including those required pursuant to Title 24 of the Code of Federal Regulations, Part 570 of the HUD regulations concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations.

Agency reserves the right to negotiate the terms and conditions of the Contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a proposer nor the negotiation of the Contract with such proposer shall constitute the Agency's acceptance of the proposal or a binding commitment on behalf of the Agency to enter into a Contract with such firm(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

J. Contract Term

It is the intent of the Agency to award the Contract for a period of one year. Professional services will be paid on an hourly basis, except that the Agency reserves the right to establish cost control measures such as a fee ceiling per assignment. Disbursements for appraisals, surveys, filing fees, stenographers, or any other prior approved expense approved by the Agency Director will be reimbursed separately from legal fees.

The legal firm(s) selected will have contracts for one (1) year up to \$60,000 with the option of extending said contract for an additional year, subsequent to review of the Firm(s) performance.

III. REQUIREMENTS - PURPOSE & SCOPE

A. Purpose and Scope of Work

A legal firm may be selected among responding firms based on a thorough analysis of each firm's ability to provide the Agency with the highest quality services at the most cost-effective fees.

Proposals should highlight experience in all of these three areas:

- 1) Real estate actions, including condemnation, zoning, subdivision, conveyance and development.
- 2) Federal regulations governing community development.
- 3) Experience in municipal law.
- 4) Experience with in the local region related to HUD Community Development Programs.
- 5) Experience with Federal and State Granting agencies
- 6) Experience with New York State Public Authorities Reform Act (PARA)
- 7) Public Authorities Reporting Information System (PARIS)

B. Mandatory Submission Requirements

Please submit the following in your proposal:

- 1) Narrative Response: This section shall include a Service Summary in which the firm provides a description of the key points of its proposal.
- 2) Qualifications: Provide background information on your firm, including but not limited to:

- a) firm overview with resumes of partners and associates who will work on Agency matters;
 - b) Names, addresses and position of all persons having a financial interest in the firm;
 - c) Employee composition of the firm indicating the total number employees; and the breakdown of the firm's employees by race and gender;
 - d) Summary of relevant accomplishments including a list of applicable work experience with in the areas of HUD Community Development Grant Programs.
 - e) List of applicable work experience with in the Village of Freeport and surrounding communities, as well as elsewhere.
 - f) Answers to the following questions:
 - (i) Has your firm ever been cited by any authority for unethical or lawful practices?
 - (ii) Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or local equal opportunity or regulations.
 - (iii) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your firm's business which is still pending, or have any of your firm's officers, directors, or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments or charges and the circumstances in detail.
 - (iv) Describe any action, suit, proceeding or investigation pending or threatened against your firm including, without limitation, any proceeding known to be contemplated by government authorities or private parties.
- 3) Fees/Costs: Provide the maximum contract amount that your firm will charge for the Services, and a breakdown of same based upon the hourly rates of partners and employees, and anticipated out-of-pocket expenses.
- 4) Additional Information: Additional information that you believe pertinent to the Agency's requirements.
- 5) Conflicts of Interest:
- (a) Please disclose:
 - (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as the firm that will be providing the Services.

(ii) Any family relationship that any employee of your firm has with any Agency employee that may create a conflict of interest or the appearance of a conflict of interest in acting as the firm that will be providing the Services

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as the firm that will be providing the services.

(b) Please describe any procedures your firm has, or would adopt, to assure the Agency that a conflict of interest would not exist for your firm in the future.

6) The Proposer shall complete and submit the Non-Collusive Proposal Submission Certification set forth in "Exhibit A" attached hereto and made a part hereof.

C. Additional Terms of Information Regarding this RFP

1) All materials submitted in response to this RFP will become the property of the Agency.

2) The Agency reserves the right to conduct discussions with one or more proposers. No proposer shall have any rights against the Agency as a result of such discussions.

3) The Agency reserves the right to negotiate separately with any source whatsoever.

4) The Agency reserves the right to waive any irregularity in any proposal received or any other aspect of this procurement.

5) Proposers are advised that from the date this RFP is issued until the date that the Contract is executed, no contact with Agency personnel in any way related to this solicitation is permitted, except as shall be authorized by the individual designated herein as the Agency's contact person, as identified in Section II C herein.

6) Each proposal prepared in response to this RFP will be proposed solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the Agency.

7) Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful proposer to execute a Contract substantially as described herein.

8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Agency.

9) The Agency and its respective officers, directors, agents, members or employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Agency does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**VILLAGE OF FREEPORT
COMMUNITY DEVELOPMENT AGENCY
11 RICHMOND AVENUE
FREEPORT, NEW YORK
11520
(516) 442-4844**

MAYOR ROBERT T. KENNEDY
CHAIRMAN
FREEPORT COMMUNITY DEVELOPMENT AGENCY

D. Non-Collusive Proposal Certification

By submission of this request for proposal , each proposing party and each person signing on behalf of any proposing party 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 his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;
- C. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
- D. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

Signer

Title

Date