

**Inc. Village of Hempstead
Community Development Agency**



**Request for Proposals
For
Legal Services**

July 9, 2021

I. Introduction

The Inc. Village of Hempstead Community Development Agency (the “Agency”) is currently seeking proposals from qualified law firms, located and authorized to do business in the State of New York, to provide legal services.

A law firm may be selected from 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. Responding firms should have a strong background in:

- Rules and regulations, and related policies, pertaining to the use of United States Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) and HOME Investment Partnership Program (“HOME”) funds, which are the Agency’s primary sources of funding
- Compliance with the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009
- Residential and commercial real estate transactional work
- Condemnation proceedings
- Commercial foreclosures
- General litigation
- Zoning and land use
- Construction law
- New York State general municipal law
- Community, housing and economic development law
- Service contracts and such other matters as the Agency may require

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 July 9, 2021

Proposal Due Date: August 9, 2021 no later than 3:00 PM

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 of this RFP entitled *Mandatory Proposal Response Requirements*. Each response should be

clearly numbered. Three (3) hard copies *and* one (1) electronic copy of the proposal should be submitted.

c. Inquiries and Submission of Proposals

Questions about the RFP and submission of proposals shall be directed to:

Charlene J. Thompson, Commissioner
Inc. Village of Hempstead Community Development Agency
50 Clinton St. Suite 504
Hempstead, NY 11550
info@villageofhempsteadcda.org

All proposals must be delivered, either by hand delivery or by mail in a sealed envelope, to the above office on or before **August 9, 2021 at 3:00 PM. Proposals received after the above date and time will not be considered.** The Agency is under no obligation to return proposals.

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 90 days from the proposal date.

f. Method of Proposal Selection

The Agency reserves the right to hold all proposals for a period of up to 90 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:

- Proposal conciseness, completeness and clarity of presentation
- Prior experience in performing services and in the subject matter areas of the type contemplated by this RFP
- Overall expertise
- Cost (Hourly Rates)
- References
- 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 proposer. Further, the Agency reserves the right, 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 or 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 (B) 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, Title 24 of the Code of Federal Regulations, Part 92 of the HUD regulations concerning the HOME Program, and all federal regulations and policies issued pursuant to those regulations.

The 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 one (1) to three (3) year period, with an option to renew for two consecutive one-year terms, subject to the Agency's right of early termination as provided in the Contract.

III. Requirements – Purpose & Scope

a. Purpose and Scope of Work

The purpose of the RFP is to inform the private sector of a potential opportunity to serve as outside counsel to the Agency by representing the Agency in various legal matters. The services to be provided by the firm shall include representing and advising the Agency in connection with condemnation proceedings; real estate transactions; commercial foreclosures; general litigation; zoning and land use; construction law; rules and regulations, and related policies, pertaining to the use of United States Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") and HOME Investment Partnership

Program (“HOME”) funds; the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009; and such other matters as may be assigned by the Agency from time to time.

b. Standards of Performance Requirements

The following standards of performance will be required of the selected firm(s) and such standards shall be deemed included by reference in the Contract.

1. The Agency requires that a firm performing legal services for it adhere to the highest legal, ethical, and professional standards.
2. The firm shall promptly report to the Agency’s Commissioner any significant or potentially significant issues of law or fact which may or do arise in the course of the litigation of a matter including, without limitation, all counterclaims or affirmative actions served against the Agency.
3. The firm will make no strategic decision, nor shall it file any pleadings or other substantive documents (Submissions) without the prior approval of the Agency’s Commissioner.
4. The firm may not settle any claims without the prior express written consent of the Agency, and shall not imply either directly or indirectly that it has such authority. All offers of settlement shall be submitted to the Agency on a form to be approved by the Agency, containing a statement of the facts and setting forth the firm’s recommendations. The Agency shall make all determinations concerning such offers of settlement.
5. The firm shall maintain a separate file for each referred case or matter, containing copies of all pertinent documents. All such files shall remain the property of the Agency.
6. The Agency will refer to the firm such matters and cases as the Agency may in its sole and absolute discretion determine during the term of this Agreement. The Agency makes no representation as to the number of cases or matters that will be referred to the firm during the term of this Agreement. Referrals may be increased or decreased, without notice, as the Agency deems appropriate.

c. 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. law firm overview with resumes of attorneys who will work on Agency matters;
 - b. names, addresses and position of all persons having a financial interest in the law firm;

- c. summary of relevant accomplishments;
 - d. any other information that will permit the Agency to determine the capability of the law firm to meet all contractual requirements;
 - e. The name, title, and telephone number of the person authorized to act on behalf of the law firm;
 - f. Answers to the following questions:
 - i. Has your firm ever been cited by any authority for unethical or unlawful practice?
 - 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 laws 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 surrounding 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 information pertaining to fees or costs associated with your proposal. With respect to fees for legal services, proposers are encouraged to submit proposals with alternatives to straight hourly rate proposals, such as task based billing, or any other cost-saving billing methodology, including but not limited to a "not to exceed" annual rate.
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 outside counsel on behalf of the Agency.
 - 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 outside counsel on behalf of the Agency.
 - 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 outside counsel on behalf of the Agency.
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.

d. 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. 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.
6. 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.
7. 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.
8. The Agency and its respective officers, directors, agents, members and 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.
9. All proposals submitted to the Agency in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such firm's competitive position. This characterization shall not be determinative, but will be considered by the Agency when evaluating the applicability of any exemptions in response to a FOIL request.

f. Contracting/Subcontracting Goals

The CDA values the utilization of M/WBE, SDVOB and local HUD Section 3 Concerns in contracting and subcontracting opportunities to the greatest extent feasible and has set the following goals for this contract.

Please submit a list of proposed subcontractors and any applicable certifications with your RFP response.

NYS Certified Minority-Owned Business Enterprise Subcontracting Goal: 15%

NYS Certified Women-Owned Business Enterprise Subcontracting Goal: 15%

Note: The cumulative goal is 30% M/WBE participation and engagement of **both** MBE and WBE Firms to the greatest extent feasible is required

NYS Certified Service-Disabled Veteran-Owned Business Subcontracting Goal: 6%

HUD Section 3/Economically Disadvantaged Business Concern Subcontracting Goal: 3%

Businesses may be certified under more than one category and shall be counted accordingly towards meeting contracting/subcontracting goals. //

Offerer Disclosure of Prior Non-Responsibility Determinations

Complete, Sign and Return with your proposal.

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

Address: _____

Name and Title of Person Submitting this Form: _____

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.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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.

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

Signature

Date: _____

Printed Name: _____

Title: _____

Non—Collusion Certification

Complete, Sign and Return with your proposal.

I, _____ (print name), hereby certify that: I am the _____ (insert title) and the
duly authorized representative of _____ (insert organization name),
whose address is _____
_____.

In accordance with Section 139-D of the New York State Finance Law, by submission of this Proposal, each proposer and each person signing on behalf of any other 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 his or her knowledge and belief:

(1) The prices in this bid 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 bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature

Printed Name

Title

Date