

**REQUEST FOR PROPOSAL TO PROVIDE
CERTAIN ECONOMIC DEVELOPMENT CONSULTING SERVICES**

**ISSUED BY
CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY**

I. Overview

The City of Mount Vernon Industrial Development Agency (the “Agency”) seeks qualified economic development consulting firms and/or persons to conduct economic and fiscal impact analyses of proposed “projects” of the Agency and related professional services, at the direction of the Agency as more particularly described herein.

The proposed schedule of events subject to this Request for Proposals (“RFP” or “Proposal”) is outlined below:

Deadline for Receipt of Proposals:	May 11, 2022
Review Period:	May 12, 2022 to June 8, 2022
Interview Period:	if required
Notification of Award:	on or about June 9, 2022

II. Scope of Services

Background

The Agency’s mission is to support economic development opportunities in the City of Mount Vernon and to attract new companies and industries to the City. Further information about the Agency may be found on the Agency’s website at: <https://www.cmvny.com/257/Industrial-Development-Agency>

Requested Services

The successful respondent (the “Contractor”) shall be required to perform and deliver to the Agency, from time to time upon request, economic and fiscal impact analyses of proposed “projects” of the Agency. The services to be provided by the Contractor shall include, without limitation, a review of the proposed project application and supporting materials, meetings with the Agency to discuss the materials and appropriate assumptions and parameters for the analysis, and the delivery to the Agency of a written economic and fiscal analysis report. The analysis shall also examine the “benefits” of the Project including, without limitation, anticipated

temporary and permanent job retention and creation and anticipated tax and Payment in Lieu of Tax (“PILOT”) revenues as a result of the proposed project. The analysis shall examine the “costs” of the Project including, without limitation, (i) the types and amounts of financial assistance to be granted to the project applicant, (ii) the costs of additional municipal services (e.g., educational, transportation, police, emergency, medical or fire services) required as a direct result of the Project, the costs of which are not otherwise recovered, and (iii) any other “costs” identified by representatives of the Agency to the Contractor. With respect to housing projects, the analysis shall include an estimate of the number of new school age children that attending public schools and the estimated cost thereof.

Respondents submitting Proposals do so entirely at their own expense. The Agency shall not be responsible for any costs or expenses incurred by a respondent in preparing or submitting a Proposal or otherwise in connection with responding to this RFP.

All Proposals shall become the property of the Agency upon their submission to the Agency. Respondents are advised that the Agency is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by the Agency (New York Public Officers Law, §§87 and 89). Respondents may request that the Agency except portions of their responses from public disclosure in accordance with an exemption from disclosure set forth in the Freedom of Information Law. Respondents should be aware that any claimed exemption may be subject to review by a court of law under applicable provisions of the Freedom of Information Law.

III. Proposal Procedures

To be considered, a Proposal must be submitted in writing and respond to the items outlined in the RFP using the requested format. The Agency reserves the right to reject any non-conforming Proposal. Each Proposal must be submitted with two (2) copies in a sealed envelope conspicuously labeled “City of Mount Vernon Industrial Development Agency – Request for Proposals to Provide Certain Economic Development Consulting Services”. The envelope should contain the name, address and telephone number of the respondent. If delivered by mail, the Proposal shall be enclosed in an “inner” envelope labeled as indicated above.

Any Proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the following address not later than 4:00 PM, Eastern Time, on the Deadline for Receipt of Proposals set forth above:

City of Mount Vernon Industrial Development Agency
1 Roosevelt Square
Mount Vernon, NY 10550
Attn: Robin Mack, Director of Business Development

IV. Required Information

The following information shall be provided in each Proposal in the order listed below. Failure to respond to any request for information may result in rejection of the Proposal in the sole discretion of the Agency:

Identifying Information:

- 1) Identify the full legal name, address and, if applicable, type of legal entity (e.g., corporation, partnership, limited partnership, limited liability company, trust, joint venture, sole proprietorship) with whom the contract would be entered into and all trade names/assumed names, which are used by that person/entity.
- 2) Name and telephone number of the representative of the respondent who is authorized to discuss the Proposal.
- 3) Identify the full name and address of each principal owner of the respondent (i.e., a person or entity that owns 10% or more of equity/voting rights in the entity, firm or business in question).
- 4) State whether the respondent is a women-owned or minority-owned business enterprise (“W/MBE”). W/MBEs are those entities or firms designated as such by New York State. W/MBEs are strongly encouraged to respond to this RFP. Respondents are also encouraged to submit utilizing W/MBE sub-consultants where appropriate.

Experience and Capabilities (Maximum 2 Pages):

- 1) Explain respondent’s capabilities in meeting the requirements of this RFP and identify team members who will be responsible for providing the “Requested Services” and their qualifications, which shall include a summary of such team member’s relevant work/experience for the preceding five (5) years.
- 2) The number of years the respondent has been in business under the present name and the number of years the respondent has been under the current management.
- 3) Describe respondent’s familiarity with the laws, rules and regulations governing New York State industrial development agencies (“IDAs”) including a description of any services provided by the respondent to the Agency or other IDAs.
- 4) Describe respondent’s experience in providing the types of services described in this RFP to municipalities and governmental and quasi-governmental agencies and authorities, including, without limitation, IDAs.
- 5) Provide at least three (3) relevant client references (especially governmental, public authority, public agency, IDA and/or other quasi-governmental entities in New York), with whom the respondent now works or has worked within the past three (3) years. Provide contact information for such references.

- 6) Provide at least one (1) sample economic and fiscal impact analysis of the type required by this RFP prepared by the respondent for an IDA or other governmental or quasi-governmental authority/agency.

Project cost and time estimate:

- 1) Estimate the cost for the “Requested Services” identified on page 2 of this RFP on a per project basis.
- 2) Describe the basis for the cost estimate.
- 3) Describe the proposed billing and payment structure.
- 4) Provide a typical project timeline for the “Requested Services.”

Miscellaneous:

- 1) Describe any existing conflicts of interest or any conflicts which might arise
- 2) Provide any other information that might be helpful to the Agency in making a decision.

V. Evaluation Process

All Proposals submitted in response to this RFP shall be reviewed by the Agency’s Finance Committee (the “Committee”).

The Committee shall determine the respondents that meet the minimum requirements pursuant to selection criteria of this RFP. The information required to be submitted in response to this RFP has been determined by the Committee to be essential for use by the Committee in the evaluation process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible respondent and participate in the Agency’s consideration for award or inclusion on an approved list. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Agency may, but is not required to, invite one or more respondents to an interview with the Committee, staff or members of the Agency. The Committee shall make a recommendation regarding the establishment of an approved list or of an award to the members of the Agency, who shall have final authority, subject to the provisions of this RFP, to establish such approved list or to award a contract(s) to the successful respondent(s) in the best interests of the Agency taking into account the evaluation criteria set forth below.

All Proposals shall be evaluated using the same criteria and process. The criteria that will be evaluated by the Agency in establishing an approved list or making an award are the following: (i) the respondent's cost of services, (ii) demonstrated prior experience with similar issues and transactions, (iii) technical approach including knowledge of laws, rules and regulations governing IDAs, (iv) team member qualifications, and (v) client references.

The Agency reserves the right to:

- Select for inclusion on an approved list or for award or for negotiations a Proposal other than that with the lowest cost.
- Reject any or all Proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in Proposals received.
- Request modifications to Proposals from any or all respondents during the review and negotiation period.
- Negotiate any aspect of the Proposal with any respondent and negotiate with more than one respondent at the same time.
- Conduct investigations of any or all respondents and to verify information submitted by any or all respondents.

VI. Contract Conditions

The Contractor, if any, under this RFP shall enter into an agreement (the "Agreement") with the Agency containing, inter alia, the following contractual provisions:

A. Term

The term of the Agreement between the Contractor and the Agency is expected to be no longer than one (1) year in the Agency's discretion, renewable for up to two (2) additional years. The Agreement may be terminated by either party upon thirty (30) days written notice. In the event the Contractor materially breaches any obligation under the Agreement, the Agency may terminate such Agreement upon five (5) days written notice.

B. Formal contract and purchase order

The Contractor shall promptly execute the Agreement incorporating the terms of this RFP and the Contractor's response, as well as other terms, within twenty (20) days after the

award of the contract. No Contractor is to begin any service prior to execution of an Agency Agreement.

C. Indemnification

By submitting a Proposal, the respondent agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Agency, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorneys' fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the Agency, its employees or agents.

D. Compliance With Laws

In performance of the Agreement, the Contractor is required to comply with all applicable federal, state and local laws, ordinances, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the Contractor. The Contractor shall be properly licensed and authorized to transact business in the State of New York, if required.

E. Insurance

The Contractor shall maintain professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate (naming the Agency as an additional insured), and worker's comp insurance in amounts required by applicable law.

F. Non-discrimination

In performing the services subject to this RFP, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by applicable law. The Contractor shall comply with all applicable federal, state and local laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of the Agreement.

G. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure a contract under this RFP upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona fide employees or

bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty the Agency shall have the right to annul the Agreement without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee

H. Conflict of Interest

The Contractor represents and warrants that no principal owner, owner, officer or employee of the Contractor nor any member of the immediate family of any principal owner, owner, officer, or employee of the Contractor is a member, officer, agent or employee of the Agency. The Contractor is not aware of any other direct or indirect conflict with the Agency, except as disclosed in its Proposal.

The Contractor represents and warrants that the Contractor does not employ any spouse, child, or parent of a member, officer or employee of the Agency. The Contractor shall have a continuing obligation, as circumstances arise, to update this statement throughout the term of the Agreement.

I. Applicable Law

This RFP, any Agreement entered into pursuant hereto and the obligations of the parties hereunder or thereunder shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws. The Contractor consents to jurisdiction and venue in the courts of record of the State of New York in Westchester County.

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