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LONG ISLAND REGIONAL PLANNING BOARD

REVISED



100 Veterans Memorial Highway,
Hauppauge, New York 11788
(631) 853-6148

Solicitation of Competitive Proposals

Accounting/Financial Advisor Services

Contact: Michael E. White, Executive Director, Long Island Regional Planning Board

Proposal due: October 14, 2008

General Description: Accounting/Financial Advisor services in connection with creation and startup of Long Island Regional Planning Council

Introduction and Overview

The Long Island Regional Planning Board ("LIRPB") is inviting proposals to provide professional services in connection with its reorganization and start-up operation as a Regional Planning Council pursuant to Article 12-B of New York General Municipal Law. The Long Island Regional Planning Council (referred to herein as the "LIRPC" or the "Council") is created as Regional Planning Council pursuant to NY GML Section 239-h. and is a collaboration of the County of Nassau and the County of Suffolk. Both Counties have adopted resolutions to create the LIRPC, setting forth the terms and conditions of the collaboration. Resolutions are presently before the respective County Legislatures to appoint the members of the Council, as well as authorize an inter-municipal agreement to implement and fund the work of the Council. The LIRPC is an agency of the Counties for the purposes of Sections 103, 104 and Article 18 of Chapter 24 of NY GML and Articles 6 and 7 of NY Public Officers Law. Once creation is completed and appointments effective, the Council will also adopt By-Laws governing its operation, to be approved by the Counties, consistent with the terms and conditions of the collaboration.

In sum, the LIRPC will exist and operate in accord with the Section 239-h. of the NY GML and have the powers and duties set forth therein.

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The goal of this solicitation is to engage qualified professional services to provide accounting and financial advisor services to the LIRPB to reorganize itself and start-up operation as the LIRPC to assure compliance with all applicable law, including specifically NY GML, as well as the terms and conditions of the collaboration between the Counties.

Scope of Services

The services to be provided shall include, but may not be limited to, the following;

- Advising the LIRPB on the tasks necessary to begin operation as the Council.
- Assisting the LIRPB in performing and completing these tasks, such as acquiring a tax identification number, establishing appropriate bank accounts, establishing employee benefit enrollment programs and providing for payroll services..
- Completing any necessary filings and submittals to inaugurate operation of the LIRPC.
- Advise the Council, specifically its Treasurer, with respect to duties and obligations to comply with all applicable law and regulation.
- Work with the Council and the Counties to establish a funding and claim voucher system for proper payment and accounting of all funds of the Council.
- Assist the Council and its Treasurer respecting the official undertaking conditioned for faithful performance in accord with NY GML Section 239-h. 3. (h)
- Assist the Council with respect to establishing and providing process and procedures to receive and expend public and private funds and grants, denotations or subsidies.
- Assist the Council in establishing best accounting, record keeping, claims and payment policies, practices and procedures, and an overall internal finance control structure that will be subject to an annual financial audit by a Certified Public Accountant, as required by the NY GML.

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Proposal Submission Instructions:

Proposals should be concise and include, but not be limited to: (i) the proposer's methodology for completing the services; and, (ii) a list of personnel, with accompanying resumes, to be utilized. Proposals must include supporting reference and contact information for clients for whom the proposer has provided comparable services. In addition, proposers must submit a cost proposal in the form of the "Cost Proposal Sheet" and likewise will be required to complete and submit a "Business History Form", and be subject the "Standard Contract Clauses" provided by the LIRPB, as part of this Notice/Solicitation.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and eighteen (18) copies of the proposal, together with all attachments, must be submitted to the LIRPB in a sealed envelope no later than 4:00 p.m. EST on October , 2008. No electronic or facsimile copies of the proposals will be accepted. Any late proposals will be returned unopened. Proposals received after the above date and time will not be considered. The LIRPB shall be under no obligation to return proposals. The LIRPB shall not be responsible for any costs for preparation or submittal of proposals. The LIRPB shall not be required to award this contract to any proposer should it, in its sole discretion, determine such proposal (s) to not be in the best interest of the LIRPB or Nassau and Suffolk Counties.

The LIRPB is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission or email has been sent to his attention. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Michael E. White, Executive Director
Long Island Regional Planning Board
1864 Muttontown Road
Syosset, NY 11791
Telephone: (516) - 571-7613
mwhite@nassaucountyny.gov

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No contact with any other LIRPB, Nassau County or Suffolk County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. Violation of these provisions may result in immediate disqualification.

General Information:

1. **Incurring Cost.** The LIRPB shall not be liable for any costs incurred in the preparation and production of a proposal in response to this Request for Proposal (“RFP”) or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the LIRPB to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the LIRPB reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The LIRPB reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the LIRPB to so do.

The LIRPB may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The LIRPB intends to enter into contract negotiations with the firm or firms selected by its RFP Evaluation Committee, who shall be required to enter into a written contract with the LIRPB in a form approved by legal counsel for the LIRPB. The contract usually includes, without limitation, the standard clauses attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

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The LIRPB 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 vendor nor the negotiation of the contract with such vendor(s) shall constitute the LIRPB's acceptance of the proposal or a binding commitment on behalf of the LIRPB to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the LIRPB shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the LIRPB shall also have the right to terminate the agreement

5. **Additional Information.** The LIRPB may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the LIRPB from a price and technical standpoint. However, the LIRPB reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the LIRPB reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The LIRPB will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they believe is exempted from disclosure under FOIL. In the event that the LIRPB determines that information is required by applicable law to be disclosed, the LIRPB will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto

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certifies as to its own organization) that, in connection with procurement:

- A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the LIRPB shall benefit financially or materially from this contract. The LIRPB may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this RFP will become the property of the LIRPB.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the LIRPB shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the LIRPB's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work and provide full disclosure of the entire consultant team at the time of submittal of a proposal. The Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the LIRPB.

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11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The LIRPB 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 LIRPB 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.

Evaluation Criteria: Proposals submitted to the LIRPB will be evaluated using the following criteria.

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. The LIRPB reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the LIRPB's sole judgment, the best interests of the LIRPB will be served. An Evaluation Committee designated by the LIRPB will evaluate each proposal and use the following criteria (which will be given approximately equal weight) for scoring each submission:

- Demonstrated capability in providing the services requested to or on behalf of similar entities.

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- Price and methodology of fee proposal for all services; including a detailed proposal that includes hourly rates for all staff to be assigned to the project as well as rates for disbursements.
- Technical experience and qualifications.
- Management capability, including data about the proposer and qualifications and experience of key project staff members.
- Ability to provide the services over a twelve (12) month period from award of the contract.