

**REQUEST FOR QUALIFICATIONS TO PROVIDE CERTAIN
TARGETED ECONOMIC DEVELOPMENT SERVICES**

ISSUED BY

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

I. Overview

The Nassau County Industrial Development Agency (the “Agency”) seeks qualified firms to (i) develop an economic development plan for the Agency targeting certain specific business sectors identified in the Agency’s strategic financial assistance policy (the “Plan”) as more fully set forth below, (ii) assist the Agency in identifying and contacting companies in those specific sectors, and (iii) perform related professional services as required by the Agency.

The proposed schedule of events subject to this Request for Qualifications (this “RFQ”) is outlined below:

Public Notice	Date:	10/25/10
Deadline for Receipt of Proposals	Date:	11/8/10
Proposal Review Period	Date:	11/8/10 to 11/15/10
Interview Period (if required):	Date:	11/16/10 to 11/17/10
Notification of Award	Date:	11/22/10

**** The foregoing dates are subject to change without notice.****

Return Location of Proposals:

Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235
Mineola, NY 11501
Attn: Executive Director

In order to be considered, a proposal must conform to the requirements of the Proposal Procedures and the Required Information sections of this RFQ. The Agency specifically reserves the right to waive any informalities or irregularities in the proposal format. Each

proposal must be accompanied by a cover letter that briefly summarizes the respondent's interest in providing the required services. A respondent may express interest in any or all of the requested services covered by this RFQ. The cover letter must also clearly state and justify any exceptions to the requirements of this RFQ that the proposed respondent may have taken in presenting its proposal. The Agency reserves the right to deny any and all exceptions taken to the RFQ requirements and to modify or withdraw this RFQ at any time prior to making an award.

II. Scope of Service

Background

The Agency's mission is to support economic development opportunities in Nassau County and to attract new companies and industries to Nassau County.

Requested Services

The successful respondent or respondents (the "Contractor") shall be required to (i) develop an economic development plan (the "Plan") for the Agency targeting certain specific business sectors identified in the Agency's strategic financial assistance policy, (ii) assist the Agency in identifying and contacting companies both domestically and internationally in the specified business sectors for purposes of inducing such companies to expand their operations in the County or to relocate to the County, and (iii) perform related professional services as required by the Agency.

The specific business sectors covered by this RFQ are "knowledge based" industries and services which: (1) produce high-technology goods, and/or (2) are intensive users of high technology and/or employ the highly skilled workforce that is required to benefit fully from technological innovations, including, but not limited to, communications, finance, insurance, real estate, business services, health, education, defense, aerospace and homeland security.

Performance of the "Requested Services" will involve the performance of necessary research, data compilation and analysis required to develop the Plan. The successful respondent will be required to provide the Plan in written format and also to make a PowerPoint presentation to relevant officials describing the Plan. The time and location of the presentation will be determined by the Agency.

The Plan shall (a) provide an economic development analysis of the County with respect to the targeted business sectors, (c) develop a targeted companies list consistent with the Plan, and (d) recommend marketing strategies to accomplish the goals of the Plan.

The Agency intends to make an award on an "as-needed" basis and, where appropriate, to split the services set forth in this RFQ among various Contractors. No assurances can be given as to services the Contractor will be asked to work on.

III. Proposal Procedures

A. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFQ using the requested format. The Agency reserves the right to reject any non-conforming proposals. Each proposal must be submitted with 2 copies in a sealed envelope conspicuously labeled "Sealed Proposal - Nassau County Industrial Development Agency – Request for Proposals to Provide Certain Target Economic Development Services". The envelope should also 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 above address no later than 4:30 p.m., Eastern Time, on the Deadline for Receipt of Proposals set forth above.

B. Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the Deadline for Receipt of Proposals.

C. Procurement Lobbying Law

In accordance with the Procurement Lobbying Law, the Agency hereby designates the Executive Director as the person who may be contacted by respondents during the procurement process. Respondents shall not contact any other officer, employee or member of the Agency with respect to this RFQ and respondents shall affirm in writing that they understand and agree to comply with this requirement.

Respondents must disclose to the Agency any findings of non-responsibility by any governmental entity due to violations of permissible contacts provisions or the intentional provision of false or inaccurate information to a governmental entity within the prior four (4) years in accordance with the Procurement Lobbying Law.

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) Federal Employer Identification Number or Social Security Number.
- 3) Proof of State of New York business license or proof of initiating the process of application before work commences, if required for the type of services contemplated by this RFQ.
- 4) Name and telephone number of the representative of the respondent who is authorized to discuss the proposal.

Experience and Capabilities (Maximum 2 Pages):

- 1) Explain respondent's capabilities in meeting the requirements of this RFQ and identify team members who will be responsible for providing the "Requested Services" and their qualifications.
- 2) Describe respondent's familiarity with the laws, rules and regulations governing New York State industrial development agencies ("IDA's") including a description of any services provided by the respondent to the Agency or other IDA's.
- 3) Describe respondent's experience in providing the types of services contemplated by this RFQ to other governmental and quasi-governmental agencies.
- 4) Describe respondent's experience in dealing with and contacts at federal and state governmental agencies related to the types of services contemplated by this RFQ. Describe any prior employment of respondent's officers/employees with federal and/or state governmental agencies relevant to the types of services contemplated by this RFQ.
- 5) Provide at least two (2) relevant client references.

Project cost and time estimate:

- 1) Estimate the cost for the "Requested Services" identified on page 2 of this RFQ broken down by requested service.
- 2) Describe the basis for the cost estimate.
- 3) Describe the proposed billing and payment structure.
- 4) Provide a project timeline for the "Requested Services."

Miscellaneous:

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

V. Evaluation Process

All proposals submitted in response to this RFQ 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 RFQ. The information required to be submitted in response to this RFQ has been determined by the Committee to be essential for use by the Committee in the evaluation process. Therefore, all instructions contained in this RFQ shall be met in order to qualify as a responsive and responsible respondent and participate in the Agency's consideration for award. Proposals which do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Agency may negotiate with one or more respondents during the same period and may, at its discretion, terminate negotiations with any or all respondents. The Committee shall make a recommendation regarding the award to the members of the Agency, who shall have final authority, subject to the provisions of this RFQ, to award a contract(s) to the successful respondent(s) in the best interests of the Agency, taking into account the respondents' cost of services, technical approach, relevant experience, presence in Nassau County, team member qualifications, references and familiarity with similar issues and transactions.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest cost.
- Reject any and all proposals received in response to this RFQ or to make no award or issue a new RFQ.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification 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.
- Divide and award the contract to multiple vendors as warranted and as it deems appropriate.

All proposals shall be evaluated using the same criteria and scoring process.

VI. Contract Conditions

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

A. Term

The Agreement may be terminated by either party upon sixty (60) days written notice. In the event the Contractor materially breaches any obligation under the Agreement, the Agency may terminate the 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 RFQ 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 receipt of an Agency purchase order signed by an authorized representative of the Agency requesting service with respect to a particular “Requested Service”.

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 attorney’s 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 (if applicable).

F. Non-discrimination

In performing the services subject to this RFQ, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall comply with all federal and state 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 upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees. 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, officer or employee of the Contractor nor any member of the immediate family of any principal, 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 the Agreement.

I. Applicable Law

The Laws of the State of New York shall apply without regard to the principles of conflicts of laws thereof, except where Federal Law has precedence. The Contractor consents to jurisdiction and venue in the courts of the State of New York.