



# THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY

104 W. Main Street, Suite 2  
Norristown, PA 19401  
610.275.5300

## REQUEST FOR PROPOSALS SOLICITOR

### 1. INTENT

The Redevelopment Authority of Montgomery County (the “Authority”) is soliciting proposals from qualified licensed law firms to advise and represent the Authority in legal matters. Firms may submit proposals for any or all areas of legal representation as identified herein.

### 2. QUALIFICATION REQUIREMENTS

Respondents to this RFP must meet the following minimum requirements:

- a) Meaningful experience with relevant federal and state laws affecting redevelopment authorities, including, but not limited to, the Pennsylvania Urban Redevelopment Law. A minimum of five (5) years working with or for a Pennsylvania authority, Certified Economic Development Organization, and/or a municipal government in all areas of services addressed in this RFP is preferred.
- b) Experience with bond issuance and compliance with bond documents.
- c) Experience with the development, negotiation, and interpretation of complex service agreements.
- d) Experience with the development, negotiation, and interpretation of loan and grant documents.
- e) Experience with land use and zoning.

Please note that litigation services are not included in the RFP and may be solicited separately.

### 3. SCOPE OF SERVICES

#### a) Background Information

##### *Purpose and Duties:*

The Redevelopment Authority of Montgomery County was established in 1958 as an independent governmental agency under Pennsylvania law by the Commissioners of Montgomery County. The Authority serves as Montgomery County’s certified economic development organization (CEDO).

The Authority’s principal purposes are assisting the County’s municipalities in stimulating economic revitalization, aiding in the provision of affordable housing, and fostering public/private partnerships for redevelopment. It is the agency through which various types of federal, state, and county financial assistance are secured and administered. The Authority’s day-to-day services are carried out by its Executive Director and professional staff, supplemented by its consultants in appropriate specialties.

The Authority’s activities are funded primarily through reimbursements from municipalities and private sector entities for services provided them by the Authority. The Authority is not included as part of the County budget.

*Governing Body and Management:*

Members of the Authority Board of Directors are Montgomery County residents who serve in their non-paid positions under appointment by the Montgomery County Commissioners. Members of the Board may be reappointed. Present members of the Board are:

Jonathan H. Spergel, Esq., Chair  
Bob Wegbreit, Vice Chair  
Judith Memberg, Secretary  
Suzanne Mayes, Esq., Treasurer  
James Sanders, Asst. Secretary/Treasurer

**b) Specific Tasks**

The successful legal firm or firms will provide services including, but not limited to:

- i. General
  1. Attendance at Authority Board meetings and executive sessions (including in-person meetings at the Authority's office in Norristown, PA);
  2. Advise the Authority and individual staff on requirements of relevant law(s);
  3. Represent the Authority at meetings relating to specific Authority activities; and
  4. Review and draft correspondence and policies related to Authority matters.
- ii. Contractual Development
  1. Provide contract analysis and review; and
  2. Represent the Authority in certain contract negotiations and in contract disputes.
- iii. Advisory
  1. Redevelopment planning and implementation;
  2. Pennsylvania Enterprise Zone administration;
  3. Brownfields assessment & remediation;
  4. Tax increment financing;
  5. Affordable housing development and financing;
  6. Eminent domain and condemnation;
  7. Bond documents;
  8. Zoning and land use;
  9. Intermunicipal agreements and the future form of such agreements;
  10. Agreements related to state and federal funding; and
  11. Financing and security structures for any future Authority projects and contracts.
- iv. Statutory Knowledge
  1. Laws and regulations governing the operation of the Authority and of CEDOs in the Commonwealth of PA;
  2. PA Municipal Authorities Act;
  3. PA Sunshine Act;
  4. PA Right-to-Know Law;
  5. Contract law;
  6. Bond law; and
  7. C-PACE.

#### **4. TIMEFRAME**

The successful legal firm or firms will be expected to commence the provision of services on the date a contract is executed. The engagement is contingent upon annual reappointment at the January Board meeting of each succeeding year. Reappointment will be at the Authority's discretion.

#### **5. PROJECT MANAGEMENT**

The contract shall be managed for the Authority by the Authority's Executive Director at the direction of the Board.

#### **6. PROPOSALS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

##### **a) Submission and Deadline**

**All proposals must be received by August 26, 2022 at 5:00 P.M.** Proposals shall be sent via email to Rebecca Swanson, Executive Director, at [rswanson@montcopa.org](mailto:rswanson@montcopa.org). Proposals received after this date will not be considered.

Questions about this RFP may be directed to Rebecca Swanson at [rswanson@montcopa.org](mailto:rswanson@montcopa.org).

##### **b) Submittal Letter**

Respondents shall submit a cover letter, addressed to the Executive Director, signed by an authorized principal or agent of the law firm, which provides an overview of the respondent's offer, as well as the name, title, and phone number of the person to whom the Authority may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting the terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

##### **c) Experience**

Respondents shall provide a summary of the firm's experience described in Section 3 of this RFP.

Respondents shall identify the primary attorney who will be responsible for the representation of the Authority and provide details as to that attorney's experience as described in Section 3 of this RFP. Respondents shall indicate whether they intend to have the primary attorney personally attend Authority Board meetings and other meetings related to Authority activities. Respondents shall also provide resumes of any other attorneys and/or professional staff proposed to work directly with the Authority and indicate the level of responsibility of each person, including identifying any attorney(s) who may personally attend Authority Board meetings and other meeting related to Authority activities.

##### **d) References**

A minimum of five (5) client references the respondent's work for which encompass the areas outlined in this RFP. Client references must include the name of the organization, address, telephone number, and individual contact person. The references must also indicate which attorneys and/or professional staff persons worked directly with the client and indicate whether the representation of the client is ongoing.

### **e) Fee Proposal**

All respondents are required to complete an hourly rate schedule including all individuals within the firm who would represent the Authority for whom services would be billed. Specifically, the response shall include the following for each year of the fee contract: (a) hourly rate for all partners; (b) hourly rate for all associates; (c) hourly rate for clerical, paralegal, or other professionals; and (d) schedule of all out-of-pocket disbursements which are anticipated to result in a charge to the Authority; (e) rate for each for any work not within the scope of this RFP. Note that the Authority expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. As an alternative, the respondent may propose a blended rate and should clearly identify the rate as such. The Authority recognizes that the top expert or partner does not need to handle every case.

The Authority reserves the right to negotiate fees and payment schedules with the selected respondent. The Authority will not pay broker's fees or commission, nor will the Authority contract with an intermediary entity.

### **f) Form of Contract**

The Authority intends to negotiate and enter into a contract with the respondent whose proposal is determined to be in the best interest of the Authority. The form of contract for any award made as a result of this proposal will be an Authority purchase order, referencing this RFP, which shall be considered as part of the contract. The amount will be based on the fees shown in the proposal, as modified if necessary during negotiations. If the respondent will require the Authority to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

## **7. EVALUATION AND AWARD**

### **a) Selection Criteria**

Proposals shall be evaluated on a "Best Value" basis, not on the basis of lowest bid. While cost is a consideration, the following criteria will also be used:

- i. The respondent's technical understanding of the scope of services;
- ii. The respondent's background and experience in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract;
- iii. Location of firm's office;
- iv. Information obtained by the Authority from firm's references or other clients; and
- v. Best interest of the Authority.

### **b) Selection Procedures**

The Authority intends to enter into a contract with the respondent whose proposal is determined to be in the best interest of the Authority. The Authority reserves the right to reject any or all proposals or

parts thereof for any reason, to negotiate changes to proposal terms, to waive inconsistencies within the proposal, and to negotiate a contract with the successful legal firm. Respondents are advised that the Authority reserves the right to award this contract solely on the basis of the submitted proposals.

- i. The Authority will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- ii. The Authority will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7a. The Authority may afford respondents the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- iv. The Authority will conduct interviews of respondents it determines to be the most qualified to perform the services required, based upon the criteria in this RFP.

## **8. GENERAL REQUIREMENTS AND CONDITIONS**

### **a) Insurance**

The selected respondent shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of notice of their selection to provide services. Insurance shall be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Executive Director. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- i. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- ii. Workers' Compensation in accordance with Pennsylvania Statutes.
- iii. Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.
- iv. Authority is named as Additional Insured, under the Commercial General Liability and Employer's Liability insurance policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.)
- v. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Authority. Any and all exceptions shall be reviewed by the Executive Director.
- vi. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the Executive Director.

- vii. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of legal firm, at the legal firm's expense, at the Authority's option.

**b) Conditions:**

Respondents will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted. Respondents must:

- i. Have an office or facility within a sixty (60) mile radius of Norristown, PA. The specific location of the facility must be identified in the proposal submitted.
- ii. Have a personnel/resources reserve sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- iii. Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- iv. Agree that the Authority and the legal firm may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the Authority shall pay the legal firm for any services rendered prior to termination. However, if the selected legal firm has damaged the Authority in any way or a dispute has arisen between the parties regarding the firm's work, such payment may be withheld until the Authority determines whether or by how much such payment should be reduced.
- v. Accept and execute to the best of their ability any assignments from the Authority and designated personnel.
- vi. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, Commonwealth of Pennsylvania, the County of Montgomery, and other local government.
- vii. Agree that if the Authority cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm, the Authority may unilaterally cancel its selection of that legal firm.
- viii. Agree that periodic payments to the legal firm will be made as agreed upon in the contract with the Authority.
- ix. Agree that the contract between the Authority and the legal firm shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the ordinances of the Montgomery County.

**9. PRINCIPALS/COLLUSION**

By submission of a proposal, the legal firm does declare that the only person or persons interested in the proposal as principal or principals is or are named therein and that no other person other than therein mentioned has any interest in the proposal or contract to be entered into; that the proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

**10. CONFLICTS OF INTEREST**

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Authority.

**11. DISCIPLINARY ACTION**

Respondents shall provide a statement that no attorney affiliated with respondent has, within five years from the date of submission, been disciplined by the Grievance Committees of the State or Federal Bar.

**12. AFFIRMATIVE ACTION STATEMENT**

As a condition of doing business with the Authority, the legal firm must comply with all Federal laws, State statutes, and executive orders pertaining to non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

In addition, Montgomery County expects all employees, contractors, consultants, and other partners to demonstrate a commitment to Diversity, Equity, and Inclusion (DEI). The County is committed to: (1) maintaining an inclusive, productive, supportive, open, innovative, and equitable workplace where every individual is valued for their unique characteristics; (2) fostering respect, understanding and acceptance of differences; and (3) enabling employees to reach their full potential, thus, enhancing and nurturing the relationships among staff and optimizing the quality of services to our residents and the public.

**13. TAXPAYER'S IDENTIFICATION NUMBER**

The selected respondent whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit the *Internal Revenue Service Form W-9, Payers Request for Taxpayer Identification Number*.

**14. ALTERNATIVES AND EXCEPTIONS**

Only slight additions or changes would be expected to be negotiated with the successful legal firm in order to resolve any variances between the proposal and the final contract. Legal firms may submit alternate proposals which deviate from the RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the Authority is not bound to accept them if it determines that they are not in the best interest of the Authority.

**15. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS**

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

**AFFIRMATIVE ACTION STATEMENT**

It is the employment policy of \_\_\_\_\_ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, ability/disability, religion, sex/gender, or age in the hiring, upgrading, demotions, recruitment, termination and selections for training. In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

\_\_\_\_\_  
(Name/Title of Company Officer)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date Signed