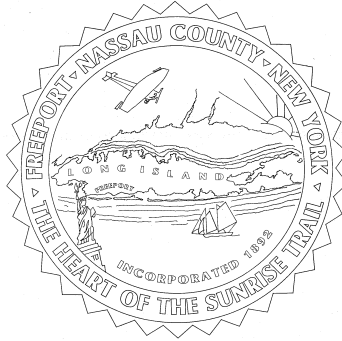


# **VILLAGE OF FREEPORT**

**Nassau County, New York**



## **REQUEST FOR PROPOSALS**

### **PROVISION OF PUBLIC RELATIONS SERVICES ON BEHALF OF THE FREEPORT COMMUNITY DEVELOPMENT AGENCY**

#### **MAYOR**

**ANDREW HARDWICK**

#### **DIRECTORS**

**JAMES CARACCIOLO  
JUANA PRADA MOORE**

**RICHARD COOKE, JR.  
DANIEL MUNZON**

**Freeport Community Development Agency**  
Norman Wells, Executive Director

**Final Proposals must be received at the Freeport Community Development Agency by  
4:00 P.M. on Friday, June 24, 2011 (extended from Friday, June 17, 2011)**

**REQUEST FOR PROPOSALS**  
**For the**  
**PROVISION OF PUBLIC RELATIONS SERVICES**  
**On Behalf of the**  
**FREEPORT COMMUNITY DEVELOPMENT AGENCY**

The Freeport Community Development Agency is requesting proposals from qualified firms for the purpose of providing public relation services for the Freeport Community Development Agency. The proposal scope and form will be available Friday, May 13, 2011. Proposals are to be delivered to Mr. Norman Wells, Executive Director of the Freeport Community Development Agency, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. All proposals must be received by 4:00 P.M. on Friday, June 24, 2011 (extended from Friday, June 17, 2011).

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words **“EQUAL OPPORTUNITY EMPLOYER”** shall appear in type twice as large as that used in the body of the advertisement.

The Board reserves the right to reject any or all proposals received. In submitting a proposal, Vendors agree not to withdraw their proposal within forty-five (45) days after the date required to submit.

Norman G. Wells  
Executive Director  
Freeport Community Development Agency

FREEPORT COMMUNITY DEVELOPMENT AGENCY  
Issue Date – May 13, 2011

## **1. General Expectations**

All proposals shall be legibly typed and comply in all regards with the requirements of this RFP.

All proposals must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the proposal, an authorized official must sign it in the name of said corporation.

Sealed proposals must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the proposal must be enclosed in a sealed package addressed to:

**Mr. Norman G. Wells, Executive Director  
Freeport Community Development Agency  
46 North Ocean Avenue  
Freeport, New York 11520**

The Freeport Community Development Agency reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the Freeport Community Development Agency deem such information necessary.

The Freeport Community Development Agency reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposal submission process, and to negotiate further with any proposing parties. Any disputes, or interpretations, will be resolved by the Freeport Community Development Agency and will be final.

Any material supplied by a Proposing Party that may be considered confidential, to the extent it is allowed under law, must be so marked with statutory exemption asserted.

## **2. Terms of Contract**

The term of the agreement will be for one year, with an option in favor of the Village to renew for an additional year.

Based upon the Executive Director's review of the proposals received, the Freeport Community Development Agency will select its preferred proposal and proceed to contract negotiations. If negotiations are not successful with the party who submitted the preferred proposal, the Freeport Community Development Agency may negotiate with the next party regarding its proposal, or decide to make no selection.

Acceptance of the proposal shall be deemed to have been granted only upon the signing of a professional services agreement by both the proposing party and the Chairman of the Freeport Community Development Agency.

The Freeport Community Development Agency accepts no responsibility for expenses incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the proposing party.

### **3. Schedule**

Any questions related to this RFP shall be submitted, in writing, prior to 4:00 P.M. on Friday, June 17, 2011 (extended from Friday, June 10, 2011).

Proposals must be submitted by Friday, June 24, 2011 (extended from Friday, June 17, 2011). All submitted proposals must arrive at the Freeport Community Development Agency Office, Incorporated Village of Freeport, Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before 4:00 P.M. on this date. Proposals must arrive in a sealed and clearly labeled enclosure.

### **4. Official Contact**

Proposals are due no later than 4:00 P.M. on Friday, June 24, 2011 (extended from Friday, June 17, 2011). Each proposal should be sealed and addressed to:

**Provision of Public Relations Services  
Freeport Community Development Agency  
Attn: Norman G. Wells  
46 North Ocean Avenue  
Freeport, New York 11520**

Any questions should be directed to:

**Norman G. Wells, Executive Director  
Freeport Community Development Agency  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520  
(516)377-2203 phone  
nwells@freeportny.gov email**

### **5. Selection**

The review and selection of valid and on-time proposals will be undertaken by the Freeport Community Development Agency.

The Freeport Community Development Agency reserves the right to reject any proposal received.

## **6. Scope of Services**

The services will include crafting a public relations strategy on behalf of the Freeport Community Development Agency and communicate with members of the press. The goal of the agency is to improve upon the image of the Village in order to increase development opportunities.

The successful firm must include a full resume and references. The services will be provided on an as needed basis as an independent contractor.

## **7. Ownership**

The work product of the resultant agreement shall be deemed a “work made for hire”, as such term is defined under the copyright laws of the United States, with the Freeport Community Development Agency as the author and exclusive owner thereof, or in the event the work does not qualify as a “work made for hire” for the Freeport Community Development Agency, the Vendor hereby irrevocably and exclusively assigns and transfers to the Freeport Community Development Agency all right, title and interest in and to the work including all copyrights therein throughout the world perpetuity in any and all media, now known or hereafter devised. The Vendor shall promptly execute and deliver to the Freeport Community Development Agency documents reasonably request for the Freeport Community Development Agency to secure copyright protection in the Vendor’s services and the results and proceeds thereof.

## **8. Subletting or Assigning the Contract**

Pursuant to section 109 of the general municipal law of the State of New York, no Vendor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Board of Directors of the Freeport Community Development Agency.

The Vendor shall perform with his own organization contract work amount to not less than 90% (ninety percent) of the original total contract price, except that any items designated by the Freeport Community Development Agency as “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original contract price before computing the amount of work required to be performed by the Vendor with his own organization. The contract amount upon which the 90% (ninety percent) requirement is computed includes the cost of materials and manufactured products, which are to be purchased or produced by the Vendor under the contract provisions.

- A. “His own organization” shall be construed to include only workmen employed and paid directly by the Vendor and equipment owned or rented by him, with or without operators.
- B. “Specialty Items” shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

## **Experience Requirements and Questionnaire**

Vendor providing service to the Freeport Community Development Agency must have a minimum of five (5) years of verifiable experience in handling same or similar services as outlined in Section 6 – Scope of Services and answer all of the following questions:

A. How many years has your organization been in the business of Public Relations under your present business name? \_\_\_\_\_

B. What organizations has your company completed projects for?

Name

Address

Phone

Contract Amount \_\_\_\_\_

Type of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

Name

Address

Phone

Contract Amount \_\_\_\_\_

Type of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

Name

Address

Phone

Contract Amount \_\_\_\_\_

Type of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

- C. Does the business currently have any litigation pending, if so, list dates and names of parties involved.

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- D. For what government agencies including states, cities, counties, or villages have you performed work, and to whom do you refer?

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## **9. Non-Collusive Proposal Certification**

By submission of this request for proposal, each proposing party and each person signing on behalf of any proposing party 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 knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion,
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;
- C. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
- D. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

## **10. Withdrawal**

A proposal already received may be withdrawn from consideration by the Freeport Community Development Agency only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal.

## **11. Confidentiality**

The Vendor acknowledges that in performing services for the Freeport Community Development Agency, the Vendor may develop, have access to, or directly or indirectly be exposed to, information of a proprietary and confidential nature, including information that is designated proprietary or confidential or that any reasonable person would regard as such based on the nature or source of the information. Vendor shall keep confidential and not disclose any such information or the terms of this agreement to any third party, and upon termination of this agreement, the Vendor shall promptly return to the Freeport Community Development Agency any confidential information in the Vendor's possession. The provisions of this paragraph shall survive any termination of this agreement.

## **12. Proposal**

Submit **original** proposal and **five (5) hard copies** of your proposal to the Freeport Community Development Agency Executive Director Norman G. Wells and provide the pricing for the following projects:

### **NOTES:**

1. The Freeport Community Development Agency reserves the right to include or delete any one of the items from the contract or adjust the contract amount accordingly.
2. The Vendor is hereby forewarned that the Freeport Community Development Agency reserves the right to reject any proposal and/or individual items wherein the Freeport Community Development Agency believes the unit prices to be unbalanced.

**Pricing** Hourly rate as specified.

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(Amount in words)

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(Figures)

Please include on a separate page whether any additional expenses are contemplated in your proposal.



### **13.Certification**

The undersigned hereby certifies that he/she understands the specifications, has read the RFP document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. The Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. The Vendor also agrees that acceptance of any or all proposal items by the Freeport Community Development Agency, within the time frame indicated in this proposal constitutes a contract.

The undersigned hereby certifies that he/she has not participated in nor been party to any collusion, price fixing or any other unethical agreements with any company, firm or person concerning the pricing submitted on this proposal.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit an offer on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

The individual signing this proposal further certifies that no officer or employee of the Freeport Community Development Agency is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Freeport Community Development Agency, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms.

The following information must be provided in its entirety for your proposal to be considered:

Company Name: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Phone of Principal Place of Business: \_\_\_\_\_

Fax of Principal Place of Business: \_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Authorized Representative, Title: \_\_\_\_\_

Date: \_\_\_\_\_

Dated the \_\_\_\_ day of \_\_\_\_\_, 2011

(Name of Organization) \_\_\_\_\_

By (Printed): \_\_\_\_\_

(Signature): \_\_\_\_\_

(Title of Person Signing): \_\_\_\_\_

**STATE OF NEW YORK : )**

**ss : )**

**COUNTY OF NASSAU : )**

\_\_\_\_\_, being duly sworn, deposes and says that he is

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_ day

of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public