



REQUEST FOR PROPOSALS
Legal Services for Real Estate Transactions

November 9, 2021

The Village of Machesney Park, Illinois, ("Village") is seeking proposals from qualified law firms licensed to practice law in the State of Illinois to provide legal counsel and other legal services needed for the Village's implementation of the Flood Mitigation Assistance Program. As a result of prior flood disasters, the Village has been awarded a Flood Mitigation Assistance grant ("FMA") from the Illinois Emergency Management Agency ("IEMA"), referred to as "Buyout Grant", to acquire affected flood-prone residential properties and to demolish and clear any remaining structures, converting the subject properties to permanent "green space."

The Village has been allocated funding for seventeen (17) single family residential properties; please see Exhibit A for the list of eligible properties. Since this is a voluntary program, the number of properties actually closed is subject to change based on the actions of the respective property owners.

In its implementation of the buyout program, the Village must ensure real estate transactions are appropriately handled to ensure clear title is transferred to the Village via Warranty Deed with no encumbrances, that the appropriate deed restrictions as outlined by FEMA are recorded on every property acquired and must ensure that it acts in compliance with State and Federal statutes and regulations. Legal representation is needed by the Village in order to assist in meeting these requirements. The following Scope of Services provides additional details concerning the legal services needed by the Village to implement the Buyout Grant.

The Village looks forward to receiving your submittal by **December 8, 2021, 4:30pm (CST)**.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Johansen".

Michelle Johansen
Finance & HR Manager
Village of Machesney Park

SCOPE OF SERVICES

The selected Respondent shall perform the following services upon the request of the Village:

1. Review the public bid document, solicitation, and contract prepared the contracted Engineer for demolition services to ensure the appropriate procedures and requirements are met. Also, review the other contracts for contracted services as requested (maximum of five documents).
2. Ensure the Village remains in compliance with the requirements of the Grant Agreement from IEMA and other federal and state requirements, to ensure the successful completion of the acquisition and demolition of residential properties through the Buyout Grant including but not limited to:
 - a. Accurately prepare the PTAX-203 form and provide to the title company contracted by the Village five (5) business days prior to closing.
 - b. Prepare a warranty deed for each property to be acquired by the Village and provide to the title company contracted by the Village five (5) business days prior to closing. Again, at this time we anticipate there to be seventeen (17) closings, however, due to the voluntary nature of the program, there could be less.
 - i. Prepare a master deed template, which includes specific deed restrictions from FEMA, and submit to IEMA within thirty days after signature of this contract.
 - ii. Upon receiving written acknowledgement of IEMA/FEMA's approval (email will suffice), the approved master deed template shall be used for every transaction closed under this program. A copy of the approval must be provided to the Village for its files.
3. Review all title work, ensuring clear title and no outstanding encumbrances are conveyed to the Village at closing and the appropriate title insurance policies are issued.
 - a. Conveyance must not be made subject to mineral reservations or other covenants, conditions, reservations, restrictions, and exceptions unless a copy of the document is provided to IEMA and written approval is obtained from IEMA.
4. Assist the Project Manager as necessary in clearing title prior to closing.
5. Attend all closings and/or review all documents in advance of the closing to ensure accuracy and appropriateness. Provide written verification of such to the Village and the Project Manager. It is anticipated the Project Manager contracted by the Village will be a signatory and therefore the Respondent Firm must ensure all applicable documents are appropriately signed for the Village to take and retain clear title to the identified properties.
6. Provide other legal assistance as may be required by the Village to satisfy the requirements of the grant agreement.

Interested firms should submit credentials and experience in similar work efforts as described in the following documents.

PROPOSAL PREPARATION AND SUBMITTAL REQUIREMENTS

EXAMINATION OF THE RFP/POINT OF CONTACT

It is the responsibility of all prospective respondents to carefully read this entire RFP which contains provisions applicable to successful completion and submission of a proposal. If you discover any ambiguity, inconsistency, error or omission in the RFP, you must notify the following point of contact in writing:

Michelle Johannsen
Village of Machesney Park
300 Roosevelt Road
Machesney Park, IL 61115
michellej@machesneypark.org

Only interpretations or corrections made in writing by the Village regarding this RFP are binding. The Respondent shall not rely upon any interpretation or corrections given by any other method.

INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS & PROPOSALS

1. **Deadline:** Submittals must be received in the office of the Village no later than **December 8, 2021, 4:30pm (CST)**. The Respondent shall assume full responsibility for delivery of its submittal to the Village and shall assume the risk of late delivery or non-delivery regardless of the manner he/she chooses. Late submissions will not be accepted or considered.
2. **Respondent Authorization:** Submissions must be signed by a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this RFP.
3. **By Mail or Courier:** One (1) copy of the required qualifications and technical information must be submitted in a sealed envelope. Envelopes should bear the following:

Michelle Johannsen
Village of Machesney Park
300 Roosevelt Road
Machesney Park, IL 61115

4. **By email:** A copy of the required qualifications and technical information may be submitted via email to **michellej@machesneypark.org**.
5. Submissions will be opened on or after the submission due date and time, at the sole discretion of the Village. No formal bid proposal opening will be conducted.

PROPOSAL COSTS

All costs incurred in the preparation and presentation of the Proposal shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the Proposal will become property of the Village. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

DISCLOSURE OF PROPOSAL CONTENTS

All responses to this RFP become the property of the Village and shall be subject to disclosure under the Freedom of Information Act.

NEWS RELEASES, MEDIA ADVISORIES AND MEDIA INTERACTION

The Respondent shall not discuss the RFP with any member of the media or issue news releases or media advisories pertaining to this request, or the work to which it relates, without prior expressed approval from the Village.

DISADVANTAGED BUSINESS ENTERPRISES (DBE), MINORITY BUSINESS ENTERPRISES (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3

The Village encourages the participation of businesses owned by Minorities, Females and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts. In addition to the greatest extent feasible, Section 3 of the Housing and Urban Development (HUD) Act of 1968, which requires job training, employment, and contracting opportunities for low- or very-low income residents, should be complied with for this project.

SUBMISSION OF PROPOSALS

Respondents are invited to submit written proposals to the Village for consideration. The minimum content of the proposal submission shall include:

1. Provide a summary of the firm's history and organizational structure.
2. Demonstrate your firm's qualifications, technical competence, and experience relative to the project tasks described in the Scope of Services. Provide project performance period, contract amount, and reference contact information for similar projects completed over the past three years.
3. Provide a description of your firm's experience with FMA and/or other HUD-funded projects and the firm's ability to comply with Federal, State, and local requirements.
4. Provide a detailed description of technical and operational approaches for performing the project services described above. Describe the firm's capability of carrying out all aspects of required activities.
5. Provide a description of your firm's ability to perform the required work within the project period. Include a description of your firm's current workload and commitments.

6. Identify the proposed project team and their respective qualifications (resumes), certifications, and licenses. Include a project organizational chart identifying all key project team members and demonstrate that each team member is qualified to perform the assigned role and tasks.
7. Identify any subcontractors that will be used for this project and their role. Include the name, role and resumes of key subcontractor staff who will be assigned to this project.
8. Declare the firm's and its subcontractors' status as DBE or non-DBE. If the firm is claiming DBE status for itself or a subcontractor, valid certification must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without submitting valid certification. DBE requirements for this contract are consistent with State of Illinois DBE requirements.
9. Provide realistic durations of each major task described in the Scope of Services.
10. Pricing – The selected Respondent will be compensated on a unit-price basis for each deliverable or definable work product delivered and approved by the Village and on an hourly fee basis for additional services rendered.
 - a. Provide a per parcel fee to accomplish the Scope of Services described above.
 - b. Since this is a voluntary program, there may be property owners that opt-out of the program and do not choose to sell. While we hope this is very few, if any, in the instance a property owner opts-out, the per parcel fee would be a reduced amount; please provide a per parcel fee for opt-outs.
 - i. As background, the Project Manager would have completed initial introductions, coordination of appraisal, initial walk-through, reviewed title work, and prepared and presented an offer.
 - c. Provide a maximum “not to exceed” amount for providing the identified Scope of Services for 17 parcels.
 - d. Provide separate pricing for the services outlined in the Scope of Services above that are not related to a specific parcel.
 - e. For tasks that lack a definable work product, provide fully-loaded hourly rates for responsible personnel.
 - f. Provide all other pricing information that would apply to this project, if applicable.
11. Submit a declaration stating that reasonable diligence has been used in responding to this RFP and that all information presented is accurate and complete.
12. Submit a signed declaration regarding independent price determination. A submission will not be considered for award if the required certification is not included, and/or the language stipulated below has been modified or deleted. The signed declaration shall include the following certifications:

By submission of the Qualifications and Cost Pricing Information, the Respondent certifies that:

- a. The pricing information in the proposal has been arrived at independently, without consultation, communication or agreement with any other Respondent, or with any competitor for the purposes of restricting competition;
 - b. No attempt has been made, or will be made, by the Respondent to entice any other person or firm to submit, or not to submit, a proposal.
13. Respondent must certify that it is not subject to an exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision.
14. Describe any legal action brought against the firm in the past five (5) years and the resolution of the action.

EVALUATION OF SUBMISSIONS

Respondents' submissions will be evaluated on the basis of:

1. Cost to perform the requested work (30%)
2. The firm's qualifications, technical competence, and experience relative to the project tasks described in the Scope of Services (25%)
3. Approach to accomplish required services, estimated duration of project activities, and ability of the firm to perform the required work within the project period (20%)
4. Professional and educational experience of key personnel to be assigned to the project (15%)
5. The firm's experience with FMA projects and its ability to work and comply with federal, state, and local government agencies (10%)

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

At the option of the Village, finalists may be selected for a final round of negotiations; however, respondents are encouraged to present their best offers with their initial submission.

It is anticipated that the contract will be awarded to the selected qualified Respondent on December 20, 2021, but is subject to change at the Village's discretion.

The Village reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which the Village, acting in the sole and exclusive exercise of its discretion, deems to be in the Village's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

If a contract is issued, it will be awarded to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the Village, based on its review of the

Respondent's ability to provide the required services. The Village reserves the right to reject any and/or all proposals and waive any irregularity in proposals received, whenever such rejection or waiver is in the best interest of the Village. The Respondent to whom the award is made will be notified at the earliest possible date.

CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the Village intends to enter into a contractual agreement with the selected respondent. Respondents must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP, or developed subsequently during the selection process. The Contract shall not be considered executed unless signed by the authorizing representative of the Village.

TERM

The term of the grant agreement entered into by the Village and IEMA is 5/27/2021 – 5/27/2024. Our intent is to have all closings completed by September 30, 2023, but at the very latest by December 31, 2023, with any remaining demolition and all site work completed no later than April 30, 2024.

COMPLIANCE WITH LAWS

The selected firm agrees to be bound by all applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the contract.

CONFLICT OF INTEREST DISCLOSURE

The selected firm is expected to disclose to the Village any significant interest or other relationship with the Village by virtue of elected official, staff member and/or as a current service provider. This disclosure should cover the relationships that are in place at the time of and/or twelve (12) months preceding the activity. The intent of this disclosure is to provide the Village with information on which they can make their own judgments to determine whether the respondents' interests or relationships may influence the selection process.

INTERPRETATIONS / CORRECTIONS

All questions about the meaning or intent of the request for proposal shall be submitted to the Point of Contact in writing. Replies shall be issued by addenda emailed or delivered to all parties recorded by the Point of Contact as having received the RFP documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**EXHIBIT A
LIST OF PROPERTIES**

	Address	PIN #	Foundation Type	Acres	Living Area SF	Year Built
14	Gilbert Terrace	07-25-330-026	crawl	0.21	1029	1956
19	Gilbert Terrace	07-25-376-004	crawl	0.20	630	1960
21	Gilbert Terrace	07-25-376-005	crawl	0.23	690	1960
127	Gilbert Terrace	07-25-451-011	crawl	0.22	1204	1968
15	Liberty Blvd	07-25-329-013	crawl	0.21	880	1960
25	Liberty Blvd	07-25-329-018	crawl	0.21	1227	1956
13	Marquette Rd	07-25-328-012	crawl	0.21	732	1969
25	Marquette Rd	07-25-328-018	crawl	0.21	888	1960
8108	Shore Dr	07-25-453-010	crawl	0.30	1536	1956
8206	Shore Dr	07-25-453-003	crawl	0.31	1189	1956
8326	Shore Dr	07-25-326-028	slab	0.32	1773	1974
10818	Ventura Blvd	08-18-153-023	slab	0.37	849	1947
11048	Ventura Blvd	08-18-153-028	crawl	1.06	3219	1956
27	Wilshire Blvd	07-25-330-017	slab	0.21	820	1960
28	Wilshire Blvd	07-25-329-032	crawl	0.40	969	1960
38	Wilshire Blvd	07-25-403-021	basement	0.21	1662	1973
120	Wilson Ave	07-25-451-020	basement	0.21	919	1963