

REQUEST FOR PROPOSALS (RFP) FOR CDBG GRANT ADMINISTRATION SERVICES BY THE TOWN OF UNION

The Town of Union hereby requests proposals from qualified individuals or firms to provide Administration services for the Town's current Entitlement CDBG Program and ongoing projects.

At the discretion of the Town Board, the Town reserves the right to use this Request for Proposals (RFP) to contract with the selected firm or firms to write and or manage similar grant projects funded by other public grant or loan funding sources.

CDBG Grant Administration services shall include, but not be limited to: training current staff on CDBG regulations; conducting HUD/NEPA environmental review(s); coordinating with funding agencies; developing and administering agency contract(s); requesting, tracking and managing program funds in compliance with program guidelines using the HUD IDIS system and coordinating with the Town's fiscal staff; developing required public record-keeping systems; preparing for and assisting with agency audits and site visits; Davis-Bacon record-keeping and labor standards compliance requirements; any bid/contract grant requirements; technical support or any other requirements or criteria for implementation; developing appropriate agency reports, schedules and certifications; coordinating and conducting any required community and public input meetings per the Town's Citizen Participation Plan; providing agency reports; and developing any annual and closeout agency submissions.

Evaluation and Selection Process:

Proposals shall be reviewed by a selection committee appointed by the Town Board, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score.

Organization-20 points

Key Staff - 20 points

References - 15 points

Approach/Leveraging - 25 points

Proposed Fee Structure* - 10 points

MBE/WBE/DBE - 10 Points

(In the event of a tie, MBE/WBE/DBE status shall be considered in making a final determination of top ranked proposal(s).

Each committee member shall perform their own independent ranking based upon the criteria herein and the highest ranked firm shall be determined by tally of the number one ranked proposer(s) among the selection committee (i.e. three of five members rank one firm number one then that firm receives highest overall ranking and recommendation of the committee). The selection process shall be open to the public and records maintained in accordance with CDBG requirements.

Contracts:

Negotiation of contracts for services shall follow the initial selection process. Should a satisfactory contract not be achievable with the number-one ranked proposing firm or individual, then that proposal shall be rejected and negotiations shall begin with the number two ranked firm and so on. Procurement and contracting of all services shall conform to CDBG guidelines, state, and

federal regulations including 2 CFR Part 200.

Format, Tabs and Criteria:

Proposals for the requested services shall be evaluated for each grant category separately using the following criteria and format for each proposer. For a proposal to be eligible, the format must be strictly adhered to:

1. Letter of Transmittal

2. Table of Contents

3. Organization: Include similar projects the proposer has completed. Describe the proposer's management structure and composition, with an emphasis on its suitability to undertake the project. Describe the availability of the proposer's assigned staff to begin work on the project. Describe previous client satisfaction. Address any questions with responsiveness, change of staff, or delivery of timely and quality service that appear in the record.

4. Key Staff Assigned: Staff to be assigned to projects should be listed with detailed resumes including only practical, 'hands-on' project experience. For example, accounting, construction, planning, inspections, public works projects and other relevant skills will be considered. Any principals, managers, associates, subcontractors, administrative and other organization staff not assigned to the project or with no practical 'hands-on' experience will not be considered. 'Hands-on' shall mean personal experience of the key staff with developing or managing CDBG funded projects.

5. References: All current client contacts for open contracts or those closed in the past twelve (12) months must be listed. Number and quality of current letters of reference for staff or organization will be considered, with only one letter accepted from any one community.

6. Approach/Leveraging: Include the organization's understanding of the grant requirements, leveraging and the project work plan. The ability to expand upon local and CDBG resources will be important to CDBG scoring. Experience with other programs and layering of multiple sources of funding should be detailed. Include only the hands-on experience of the assigned staff with layering of a variety of federal, state and local resources.

*7. Proposed Fee Structure: This is not a request for bids, but price will be considered to meet CDBG requirements. The detail and level of services breakdown for the proposed fee(s) will be considered as important as price.

8. MBE/WBE/DBE: Document ownership and responsibilities. MBE/WBE/DBE businesses are encouraged to participate. In the event of a tie, MBE/WBE/DBE status shall be considered in making a final determination of top ranked proposal(s).

9. Other Required Documents:

- a) Drug Free Workplace
- b) Insurance Proof or Statement
- c) Drug-free work place policy

RFP Requirements: During this RFP process, any omissions, alterations, or false representations will be grounds for rejection of any proposal. All proposals become the property of the Town of Union (Town). Proposals must be signed. Unsigned proposals will be rejected. **Six (6) copies of your written proposal must be received at the address below by 4:00 p.m. on Thursday, December 30, 2021. Proposals received after this date (even if they are postmarked before 4:00 p.m.) will not be considered.** Late proposals shall be returned unopened.

Once the proposals are received and evaluated, the Town of Union will notify the successful proposer no later than Wednesday, January 5, 2022. No works should commence or payment made for services performed as a result of this RFP prior to the final execution of the contract.

Copies of proposals should be sent to:
Gretchen Uhler, Comptroller
Town of Union
3111 East Main Street
Endwell, New York 13760

The Town of Union reserves the right to accept or reject any proposal. Inquiries may be submitted in writing or email to Gretchen Uhler at the address above or at guhler@townofunion.com. All inquiries and responses will be furnished to all proposers. Please do not contact any other employee or officer of the Town of Union. Such contact may disqualify a proposer.

Understandings: This solicitation of proposals is not made pursuant to section 103 of the General Municipal Law or any other statute requiring a public bid. The Town reserves the right to reject any and all proposals and also to waive any informality in any proposal. While price will be a factor in consideration of the proposals, it is not the sole criterion, and the Town of Union shall use other criteria in making its decision. (Please see Evaluation Criteria Section below.) The successful proposer shall be required to execute, acknowledge and deliver to the Town, an agreement to be drafted by the Town (See "Contract" below). The Town assumes no responsibility or liability for costs incurred in the preparation or submission of any proposal. The Town is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the place specified herein and be time stamped prior to the deadline.

Proposers may be required to give an oral presentation to the Town to clarify or elaborate on the written proposal. Evaluation criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. No proposal will be accepted from, nor any agreement awarded to, any proposer that is in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

Non-Collusion: The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the Town of Union, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any contract, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind directly or indirectly, to any Town employee, officer or official.

Conflict of Interest: The award of a contract is subject to provisions of all Federal, State, County and Town laws. All firms must disclose with their proposals the name of any officer, director or agent who is an employee of the Town of Union. Further, all firms must disclose the name of any Town employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

Contract: If the Town selects a proposal, a formal written contract with specifications will be drawn by the Town and will be entered into between the Town and the successful proposer and will not be binding until signed by both parties. The proposal, or any part thereof, submitted by

the successful proposer may be attached to and become a part of the contract.

Contract Period: The term of the contract is projected to begin on **January 10, 2022** and end on **December 31, 2022**. The Town, upon sixty (60) days' notice to the contractor, may terminate this agreement in whole or in part when the Town deems it to be in its best interest.

Insurance: The successful proposer shall, within ten (10) days after notice from the Town of Union that it is the successful proposer, execute, acknowledge and deliver to the Town of Union all paperwork required to process the contract including the insurance as required. A sample Certificate of Insurance is attached hereto as **SCHEDULE "A"**.

Risks and Indemnification Assumed by the Successful Proposer: If the proposer is selected, the proposer agrees to the following:

- a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, the successful proposer shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the successful proposer or third parties under the direction or control of the successful proposer; and
- b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this agreement and to bear all other costs and expenses related thereto.

By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity, should a contract be awarded.

Non-Discrimination Provision: The proposer expressly agrees that neither it nor any contractor, proposer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this agreement. The proposer acknowledges and understands that the Town maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

Authority To Do Business in New York: Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

Sub-Contracting: The successful proposer shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without the express written consent of the Town. Any delegation of duties or assignment of rights without the express written consent of the Town is void. The successful proposer shall not sub-contract any part of the work without the express written consent of the Town or its representative. All work performed by a sub-contractor shall be deemed work performed by the contractor. The Town will not assume responsibilities of any fees for any subcontracted service since it is the responsibility of the primary contractor to reimburse the subcontractor for services rendered.

Disclosure Form: To avoid conflicts of interest and the appearance of impropriety, the proposer shall be required to complete the Disclosure Form attached hereto as **SCHEDULE "B"**.

PROPOSER CERTIFICATION

1. The undersigned, the proposer, does hereby declare that it has carefully read the specifications relating to the contract work.
2. The undersigned does hereby declare that it is the only one interested in its indicated proposal; that the proposal is in all respects without fraud or reservations; and that no official of the Town or any person in the employ of the Town is directly or indirectly interested in the contract proposal or in the supplies, equipment or works to which it relates, or in any part of the profits resulting there from.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully perform and execute all work under the contract in accordance with the specifications relating thereto, and to furnish all labor and materials necessary and proper for said purpose at the indicated prices for the various items of work.
4. The undersigned does hereby declare that the indicated price(s) cover all expenses of every kind incidental to the completion of the contract work, including all claims affecting the work, labor and materials, which may arise through any cause whatsoever.
5. The undersigned does hereby accept the provision that no claims(s) for loss profits anticipated by the undersigned will be honored by the Town in the event that the quantities of contract work actually performed by the undersigned are less than the approximate quantities indicated in the specifications.
6. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York.
7. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as is prescribed by the Workmen's Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies.
8. By submission of this proposal, each proposer and each person signing on behalf of any proposer 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, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor;
 - (c) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
 - (d) It is understood that the Town has relied on the proposer to ensure that its protocol

meets the requirements of federal and state laws and regulations.

9. The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Town of Union and is NOT A BID. Submission of this proposal, attachments and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Town of Union for the required services. The undersigned agrees and understands that the Town of Union is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Town of Union, its officials, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Town of Union.

10. It is understood and agreed that the Town of Union reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the Town of Union reserves all rights specified in the Request for Proposals.

DATED: _____, 2021

Legal Name of Person,
Firm or Corporation

Business Address of Person,
Firm or Corporation

By _____
Print Name

Title Signature

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, the proposer shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Union. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Town of Union, for all of the following stated insurance policies. All notices shall name the proposer and identify the Agreement. If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the proposer shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same for approval and submit a certificate thereof. Upon failure of the proposer to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the proposer to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the proposer from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the proposer concerning indemnification. All property losses shall be made payable to and adjusted with the Town. In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the proposer until such time as the proposer shall furnish such additional security covering such claims in form satisfactory to the Town of Union.

2. The proposer shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) **Workers' Compensation and NYS Disability.** Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Town of Union, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSM 05.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

Workers' Compensation and Employers Liability Complying with the laws of the State of New York and elsewhere as may be required and shall include:

Bodily Injury by Accident:	\$500,000	Each Accident
Bodily Injury by Disease:	\$500,000	Each Employee
Bodily Injury by Disease:	\$500,000	Policy Limit

(b) **Commercial General Liability Insurance** (ISO occurrence form CG0001) including Products/Completed Operations and Contractual Liability providing coverage in the minimum amount of:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate	\$2,000,000 applicable on a per location basis
Medical Expense (any one person):	\$ 5,000 any one person

The Town of Union their officers, employees and agents shall be named as an Additional Insured for liability arising under this Contract applicable to both ongoing and completed operations on a primary & non-contributory basis. Per Location Aggregate Endorsement.

(c) **Automobile Liability Insurance** including all owned, hired and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury and property damage, naming the Town of Union as additional insureds.

(d) **Professional Liability**. The proposer shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. The General Liability and Automobile policies of the proposer shall be endorsed to contain the following clauses:

(a) Waiver of Subrogation should be checked off on the certificate of insurance and the endorsement should be attached for both the General Liability and Automobile policies.

(b) Insurance is to be Primary and Non Contributory.

(c) Additional Insured endorsements for the General Liability and Automobile should be attached to the certificate. Please note that most Additional Insured endorsements are contingent upon a written contract or agreement, therefore, if you do not have a contract or written agreement the Additional Insured status is valid.

A Town proposer must complete this form as part of the proposal.

1.) Are any of the employees that the proposer will use to carry out this contract also a Town officer or employee, or the spouse, child, or dependent of a Town officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

2.) Are any of the owners of the proposer or their spouses a Town officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

3.) Do any Town officers or employees have an **interest**¹ in the proposer or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the proposer.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of this form, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the Town;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.