



Erie County Department of Environment and Planning
Community Development Office

REQUEST FOR PROPOSALS (RFP)
for
Affordable Housing Study

RFP #2023-007VF

RFP ISSUE DATE: January 20, 2023
DUE DATE: February 17, 2023

**ERIE COUNTY COMMUNITY DEVELOPMENT OFFICE
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202
10TH FLOOR**



**ERIE COUNTY COMMUNITY DEVELOPMENT OFFICE
REQUEST FOR PROPOSALS (RFP)
AFFORDABLE HOUSING STUDY**

I. BACKGROUND

The Erie County Department of Environment and Planning, Community Development Office, hereinafter referred to as “ECDEP”, is seeking proposals for development of a study that analyzes affordable housing conditions within Erie County. Specifically, the study should examine affordable housing needs and focus on linkages with municipal zoning ordinances, public transportation, and availability of other essential services such as retail and medical. All areas of the county should be considered, from urban to rural communities. The objective of this study is to undertake research that assists local governments and potential developers with siting and development of affordable housing.

ECDEP is seeking a qualified firm to produce such research study. The ideal consultant will have technical knowledge of affordable housing development and familiarity with the intricacies of such development in our area, as well as expertise in data gathering, analyzation and mapping.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. SCOPE OF SERVICES

The study should analyze and map zoning ordinances and development standards for all forty-four local governments within Erie County. Public transportation routes, neighborhood services (retail, medical, etc...), and vacant building lots should also be studied and mapped. Finally, an analysis of renter cost-burden should be included within the study. Proposers should seek to identify areas where above combined factors are most conducive to locating new affordable rental housing, and also identify areas where barriers to development of rental housing are present. It is important to note that the housing needs of rural communities should be included in this analysis, especially those with denser village-centers.

As part of this engagement, proposer shall assist Erie County with conducting a Housing Summit and/or workshops to address study findings and to work with municipal officials and regional stakeholders on issues surrounding affordable housing development.

The resulting study should provide local municipalities, nonprofit affordable housing developers, grant agencies and community stakeholders with spatial data and mapping resources, providing a roadmap for potential future development locations within Erie County.

III. PROPOSER INFORMATION

A. Schedule

RFP Advertisement	January 20, 2023
RFP Clarification Questions Due	February 1, 2023
RFP Clarification Responses Issued (via email)	February 8, 2023
RFP Due Date	February 17, 2023

B. Inquiries/Requests for Clarification

All inquiries or requests for clarification relative to this RFP should be sent to:

Paul D’Orlando, Principal Contract Monitor
Erie County Dept. of Environment & Planning
95 Franklin Street, 10th Floor
Buffalo, New York 14202
Paul.D’Orlando@erie.gov

by **2/1/2023**. Responses to questions will be issued via email by February 8, 2023.

C. Proposal Submission

Submit (1) original and (3) copies to Paul D’Orlando at the above address. Please clearly label your response “Sealed Proposal for “Affordable Housing Study”. Late proposals will not be accepted. All proposals must be received **on or before 4:00 pm on February 17, 2023**.

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 County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

D. Small and/or Minority-Owned Businesses

Efforts will be made by ECDEP to utilize small businesses and women- and/or minority-owned businesses.

E. Notification of Award

It is expected that a decision selecting the successful Firm will be made within three (3) weeks of the closing date for the receipt of proposals.

F. Timeframe for Work

Final study shall be completed by December 31, 2023.

G. Erie County Insurance Requirements

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “A.”

IV. PROPOSAL CONTENTS

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposer shall, at a minimum, include the following in their Proposal:

A. Experience and Qualifications

Proposer should describe relevant experience, specifically as pertains to affordable housing, data collection/analyzation, and data mapping. Work on prior research studies and similar engagements should be described in detail.

B. Project Team

The proposal shall list all individuals who will work on the project and include resumes for all. Clearly identify the Project Manager for this engagement.

C. Price

Include budget breakdown of hard and soft costs associated with project. Hourly rates should be included per task.

D. Project Approach/Design

Provide a thorough description of approach to this project. Include timeframe of project components such as research and data collection, mapping, recommendations, and final report preparation. Include anticipated deliverables.

E. MBE/WBE Participation

If proposer is a Certified M/WBE Enterprise, include Erie County Certification Letter with proposal.

F. Veteran Owned

If proposer is a Veteran Owned Business, include letter indicating company is 51% or more Veteran-Owned.

V. MISCELLANEOUS INFORMATION

Evaluation Criteria

A committee of representatives from the Erie County Department of Environment and Planning will review and score the proposal against the following criteria. Note – the criteria are not necessarily listed in order of importance.

- ✓ Experience of Firm(s) in performing similar engagements;
- ✓ Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one;
- ✓ Staff capacity;
- ✓ Quality of proposal relative to style, comprehensiveness and content;
- ✓ A determination that the proposer has submitted a complete and responsive proposal as required by this RFP;
- ✓ An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP;
- ✓ M/WBE and/or Veteran Owned Business Participation;
- ✓ Performance at interview (if required);

**The above selection criteria are provided to assist proposers and are not meant to limit other considerations which may become apparent during the course of the selection process.*

Understandings

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;

- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer and with the express understanding that there will be no claim whatsoever for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

- The County 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.

Contract

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a one (1) year period commencing upon contract execution by both parties. The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional 1-year period at the same prices and conditions.

Indemnification & Insurance

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; 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.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in **Schedule “A.”**

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

Intellectual Property Rights

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

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 County of Erie, 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 conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

Conflict of Interest

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

Compliance With Laws

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

Contents of Proposal

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE - the data in this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page" * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.

SCHEDULE A

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name Address Zip Phone No.	III Companies Affording Coverages A B C D
II Issuing Agency Name Address Zip Phone No.	
IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.	

Company Letter - from III above	Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
	1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury Property Damage <p style="text-align: center;">OR</p> <input type="checkbox"/> Combined Single Limit		
	2. Automobile Liability <input type="checkbox"/> Comprehensive Form <p style="text-align: center;">OR</p> <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury Property Damage <p style="text-align: center;">OR</p> <input type="checkbox"/> Combined Single Limit		
	3. Excess Liability <input type="checkbox"/> Umbrella Form <p style="text-align: center;">OR</p> <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional Insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the Insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 95 Franklin Street, Room 1634 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

Updated County of Erie Insurance Requirements – 2022

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

- VI Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.