

ERIE COUNTY  
REQUEST FOR PROPOSAL(S) (RFP)

FOR PREPARATION OF:

A REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR  
HOUSING CHOICE STUDY (AI)  
&  
(6) FIVE-YEAR  
CONSOLIDATED PLANS

**RFP # 2024-016VF**

**February 16, 2024**

Daniel R. Castle, AICP, Commissioner  
Department of Environment and Planning  
EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202

Date: February 16, 2024

**ERIE COUNTY DEPARTMENT OF ENVIRONMENT & PLANNING,  
TOWNS OF AMHERST, CHEEKTOWAGA and TONAWANDA (ACT),  
TOWN OF HAMBURG,  
and CITY OF BUFFALO**

**REQUEST FOR PROPOSALS (RFP)  
RFP #2024-016VF**

**PART I - ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

and

**PART II - FIVE YEAR CONSOLIDATED PLAN**

**Deadline for receipt of these proposals: *March 22<sup>nd</sup>, 2024***

**Introduction**

The Erie County Urban County Consortium, City of Buffalo, Towns of Amherst, Cheektowaga and Tonawanda (ACT Consortium), and Town of Hamburg seek proposals from qualified consultants to prepare seven separate plans. The first plan, (Part I), is a **Regional** Analysis of Impediments to Fair Housing Choice Study (AI), which includes the City of Buffalo, County of Erie Urban County Consortium, and Towns of Amherst, Cheektowaga, Tonawanda and Hamburg. Please note that City, Towns and County geographic areas are contiguous.

The second component, (Part II), includes preparation of **six** individual Five-Year Consolidated Plans for the 1) Erie County Urban County Consortium, 2) Town of Hamburg CDBG Program, 3) CDBG Plan for the Town of Amherst and ACT Home Consortium, 4) Town of Cheektowaga CDBG Program, 5) Town of Tonawanda CDBG and ESG Programs, and finally, 6) City of Buffalo CDBG, HOME, ESG and HOPWA Programs.

Proposers interested in providing said service(s) are invited to respond to this request. Please note that firms may respond to one or both parts of this RFP. If responding to both, please include separate fee schedule for each component.

**The Following Information applies to BOTH RFP Components  
(AI and Five-Year Consolidated Plans)**

Also, please note that throughout this document, the term “Agencies” will be used to collectively and/or individually refer to County of Erie, Towns of Amherst/Cheektowaga/Tonawanda, Town of Hamburg and City of Buffalo

**I. General Information**

By submitting a proposal, the proposer understands and agrees that the Agencies reserve the right, and may at their sole discretion, exercise the following rights and options with respect to this Request for Proposal:

- It is the Agencies intent to select the Proposer that provides the best solution for their needs;
- 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;
- This RFP is not intended and shall not be construed to commit the Agencies to pay any costs incurred in connection with any proposal or to procure or contract with any firm;
- 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 select the proposal that best satisfies the interests of the Agencies and not necessarily on the basis of price or any other single factor;
- To request or obtain additional information the Agencies deem 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 Agencies for the expenses of

preparation. The Agencies assume no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal; and

- The Agencies are 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.

## **II. Additional CAVEATS**

- a) The Agencies 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 Towns of Amherst/Cheektowaga/Tonawanda/Hamburg, City of Buffalo, County of Erie, New York State and Federal laws.
- b) Proposers may be required to give an oral presentation to the Agencies to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
- c) 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 Agencies. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Agencies.
- d) Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
- e) If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran Owned.

## **III. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS:**

**Please take notice**, by submission of a proposal in response to this request for proposal, 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 Agencies 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 Agencies for the required services;
- by submitting a proposal, the proposer agrees and understands that the Agencies are not obligated to respond to the proposal nor are they legally bound in any manner whatsoever by submission of same; and
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Agencies, its elected officials, officers, employees or agents shall not be binding against the Agencies, their 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 Agencies.

#### **IV. CONTRACT**

After selection of the successful proposer, a formal written contract will be prepared individually by the Agencies and will not be binding until signed by both parties and, if necessary, approved by the Agencies' governing body/board. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE AGENCIES FOR SUBMISSION TO THEIR APPROVING BODY OR BOARD. APPROVAL BY THE ERIE COUNTY LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

#### **V. INDEMNIFICATION AND INSURANCE**

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

"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 Agencies, the Consultant shall indemnify and hold harmless the Agencies, 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.

### **Important Note on Insurance Addendums**

The proposer should reference Schedules “B-G” attached at the end of this proposal for important information relative to insurance requirements for all the Agencies. Upon execution of any contract between the proposer and the individual Agency, the proposer will be required to provide proof of the insurance coverage as described in the various Schedules.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the respective Agencies’ Attorney(s) and/or governing body or board.

## **VI. 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 Agencies:

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 Agencies all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the Agencies to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the Agencies, if required, in perfecting these rights. The Consultant shall provide the Agencies with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the Agencies 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 Agencies continued use of the deliverable, or to modify or replace it. If the Agencies determine 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 Agencies. The Consultant may retain copies of

such records for its own use.

## **VII. 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 Agencies' employee, officer or official.

## **VIII. CONFLICT OF INTEREST**

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of any of the Agencies. Further, all proposers must disclose the name of any Agency 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 Agencies. The existence of a conflict shall be grounds for termination of a contract.

## **IX. 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.

## **X. 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**

**Data within 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 Agencies considers proper under the law. If the Agencies enters into an agreement with this proposer, the Agencies 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 Agencies assume no liability for disclosure of information so identified, provided that the Agencies 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 Agencies, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.

**EFFECTIVE PERIOD OF PROPOSALS** All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the Agencies have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.



## **PART I**

### **RFP - Analysis of Impediments to Fair Housing Choice**

## **BACKGROUND**

The Erie County Department of Environment and Planning, on behalf of the Erie County Urban County Consortium (hereinafter referred to as “The County”), administers the Federal Housing and Community Development Block Grant Program. The Town of Hamburg and Towns of Amherst, Cheektowaga, Tonawanda (hereinafter collectively referred to as “The Town’s”) and the City of Buffalo (hereinafter referred to as “The City”) administer their respective CDBG Programs. As grantees, the County, the Towns, and the City are required to complete an “Analysis of Impediments to Fair Housing Choice (AI)” and are requesting proposals for the preparation of a **regional** AI report (See Attachment A for Map).

The AI should be completed in accordance with HUD’s Fair Housing Planning Guide, Volume 1, available at:

[https://www.hud.gov/sites/dfiles/FHEO/documents/Fair%20Housing%20Planning%20Guide\\_508.pdf](https://www.hud.gov/sites/dfiles/FHEO/documents/Fair%20Housing%20Planning%20Guide_508.pdf)

The AI is a review of impediments to fair housing choice in the public and private sectors within the Urban County, Towns of Amherst, Cheektowaga, Tonawanda and Hamburg and the City of Buffalo geographic areas. Impediments to fair housing choice are defined as:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, age, marital status, disability, familial status, national origin, source of income, sexual orientation, gender identity, military status, familial status or immigration and citizenship status that restrict housing choices or the availability of housing choice; and
- Any actions, omissions, or decisions that have this effect. Such actions, omissions, or decisions include those that have an intentional or unintentional discriminatory impact.

The AI involves:

- A comprehensive review of the jurisdiction’s laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- An assessment of conditions, both public and private, affecting fair housing choice; and
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

## **Analysis Components**

The components of the AI (See Attachment B: Suggested Format for more detail) include:

- An examination of all parts of the municipalities’ (see Attachment A) housing market and prevalent practices in related transactions as they directly or indirectly impact housing choice. Public and private transactions and entities need to be evaluated, including, but not limited to the following areas: local laws, ordinances, regulations, policies and procedures; mortgage lending; insurance sales and underwriting; property appraisal; Realtors; mortgage brokerage; and property management;
- An explanation of how areas were evaluated, what was found, proposed

methods of correction to address identified impediments, identification of potential financial and organizational resources to implement the corrective actions;

- A process for obtaining input from citizens in the community, especially those for whom fair housing is a concern, by holding public meetings or other forums;
- Use of available data through One Region Forward and ACS American Community Survey data; and
- Analyses of accomplishments since the last reports were completed.

### **Requirements for Proposal Submission**

#### **1. Qualifications**

- a) Firm/individual name, address, phone number, name of authorized representative;
- b) Type of work typically performed by the firm;
- c) Related project experience and listing of references the County, Towns and City may contact relative to the qualifications of the firm; and
- d) Working knowledge of and access to HUD's IDIS program and the E-Con Planning Suite.

#### **2. Resumes of personnel, including each person's role in the project and details of experience.**

#### **3. Planning process for completion of the project;**

- a) Timetable and proposed phases of the work;
- b) Detailed project budget, including number of staff hours and hourly rate, and all non-personnel costs; and
- c) Anticipated amount of assistance from County, Towns and City staff, such as number of meetings, briefings, etc.

#### **4. Proposal Submission: Original and (5 copies) are to be submitted to:**

Erie County Department of Environment and Planning  
Paul D'Orlando, Principal Contract Monitor  
Edward A. Rath Agencies Office Building  
95 Franklin Street, 10<sup>th</sup> Floor  
Buffalo, NY 14202

**DEADLINE:** All proposals must be received at the above office on or before:

**March 22<sup>nd</sup>, 2024 at 4:00 p.m.**

**\*\*\*Proposers MUST sign and include their fee proposal on the Certification attached hereto as Schedule "A". Unsigned proposals will be rejected\*\*\***

*Proposals received after the above date and time will not be considered. The Agencies are under no obligation to return proposals.*

## **FIRM REGISTRATION**

All firms wishing to participate in this RFP process must register electronically with Erie County Principal Planner Marie Thornton via email at [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov). All subsequent notifications/addendums will be sent to electronically registered proposing firms. Also, subsequent responses to any requests for clarification that are received will also be disseminated electronically to all those who have registered.

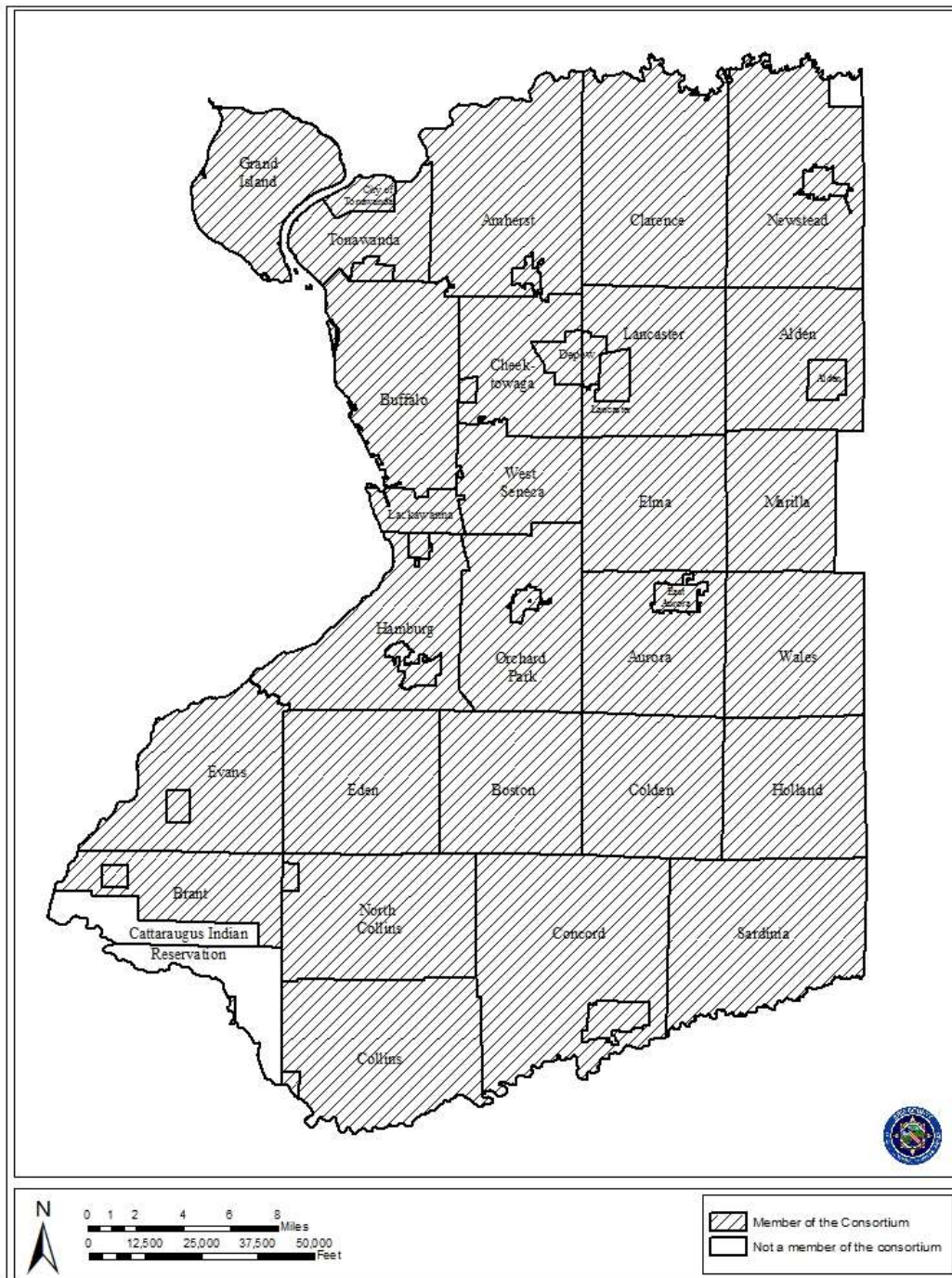
## **REQUESTS FOR CLARIFICATION**

Requests for clarification of this RFP may also be submitted to Marie Thornton at [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov) no later than **4:00 p.m. on March 8, 2024**. Formal written responses will be distributed by the Agencies on or before March 15, 2024 to all firms that have registered. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE AGENCIES EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

## **PRE-PROPOSAL MEETING**

A **MANDATORY** virtual meeting has been scheduled for **1:00 P.M. on March 1, 2024**. Please email [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov) to register and receive the WebEx link. Representatives from the Erie County Department of Environment and Planning will summarize RFP requirements and consider any questions from those in attendance. All are encouraged to attend.

## **ATTACHMENT A – (AI) Geographic Boundaries**



## **Evaluation Criteria**

Proposals will be reviewed by a selection committee comprised of representatives from the Erie County Department of Environment and Planning, Town of Amherst Community Development, Town of Cheektowaga Community Development, Town of Tonawanda Community Development, Town of Hamburg Community Development and the City of Buffalo Office of Strategic Planning.

The review process will include, but not be limited to, consideration of the following criteria, up to a maximum score of 100 points:

1. Cost Reasonableness (Max 20 points)
2. Experience and qualification of the project manager and team personnel in working on similar HUD-funded projects and with local governments (Max 20 points)
3. Design approach (Max 15 points)
4. Staff Assigned to project and Accessibility of said staff to the County/City/Towns (Max 15 points)
5. Ability to meet proposed schedule (Max 15 points)
6. MBE/WBE Involvement (Max 15 points)

## **Schedule of Events**

The anticipated schedule of events is as follows:

Issuance and advertisement of RFP	: February 16, 2024
Pre-Proposal Meeting	: March 1, 2024
Written Requests for Clarification	: March 8, 2024
Addendum Issued w/ Responses	: March 15, 2024
Proposal Due	: March 22, 2024
Determination of award	: April 5, 2024
Legislative action RE: contract	: April 26, 2024
Consultant commences work	: May 10, 2024
AI Draft available for review	: October 1, 2024
AI Study completed	: December 20, 2024

## **General Conditions and Stipulations**

### **County, Towns and City's Right Reserved**

The County, Towns and City reserves the right to accept or reject any or all proposals in whole or in part, to accept the proposal which, in the judgment of the County, Towns and City is most advantageous to the County, Towns and City, and to re- advertise if desired.

### **Incurred Costs**

The County, Towns and City will not be liable for any costs incurred in proposal preparation. The proposal will become the County, Towns and City's property upon receipt.

### **Ownership**

All documents and materials prepared pursuant to this proposal are the property of the County, Towns and City. The County, Towns and City shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this process.

## **ATTACHMENT B – SUGGESTED FORMAT AND TOPICS FOR INCLUSION ANALYSIS OF IMPEDIMENTS (AI) RFP**

### **I. Introduction and Executive Summary of the Analysis**

1. Who conducted the AI
2. Who participated in the process
3. Methodology used
4. How it was funded
5. Conclusions
  - a) Impediments found and basis for their designation
  - b) Suggested actions to address impediments

### **II. Jurisdictional Background Data** (estimated to comprise no more than 25% of the AI)

1. Demographic and income data
  - a) Actual number and percentage of persons in the Urban County Consortium, City of Buffalo and Towns of Amherst, Cheektowaga, Tonawanda and Hamburg by race, color, religion, sex, national origin, age, disability, familial status, and income characteristics;
  - b) Other pertinent data available from the most recent Census and local plans.
2. Employment and transportation data
  - a) Identification of major employers, by type, within the Urban County Consortium, City of Buffalo and Towns of Amherst, Cheektowaga, Tonawanda and Hamburg and summary of the demographics for their employees.
3. Identification of any growth trends in employment by type.
4. Identification of major forms of transportation and their accessibility to major employers/employment areas.
5. Housing profile
  - a) Total number of housing units by type (multi-unit/single-family), unit cost/rent, condition, occupancy, level of accessibility; special needs, and transitional;
  - b) Distribution of affordable government assisted housing units and units developed using low-income housing tax credits.
6. Maps
  - a) When appropriate, maps should be used to illustrate the background data included in the above sections, particularly as they relate to racial/ethnic integration and housing costs/availability/affordability.



### **III. Evaluation of Jurisdiction's Current Fair Housing Legal Status**

1. Fair housing complaints or compliance reviews where the Secretary of HUD has issued a charge of or made a finding of discrimination.
2. Fair Housing discrimination suit filed by the Department of Justice or private plaintiffs.
3. Reasons for any trends or patterns.
4. Discussion of other fair housing concerns or problems.

### **IV. Identification of all Public and Private Sector Fair Housing Activities**

1. Fair housing enforcement
  - a) Identification of entities involved in fair housing enforcement;
  - b) Roles/responsibilities/limitations and quantifiable accomplishments of each entity;
  - c) Nature and quality of their working relationship with each other.
2. Fair housing education
  - a) Identification of entities involved in local fair housing education or fair housing advocacy;
  - b) Description of each entity's activities.

### **V. Description and Identification of Impediments to Fair Housing Choice**

1. Public sector
  - a) Public policies and actions affecting approval of sites and other building requirements used in the approval process for the construction of housing.
    - i. local zoning laws and policies;
    - ii. equalization of municipal services;
    - iii. land use policies, exclusionary zoning and displacement;
    - iv. sites for subsidized housing by census tract;
    - v. composition of planning and zoning boards.
  - b) Administrative policies concerning Community Development and Housing activities which may affect the location of affordable housing opportunities outside of areas of minority and low-income household concentration.
    - i. displacement;
    - ii. neighborhood revitalization;
    - iii. sale/demolition of subsidized housing;
    - iv. property tax policies;
    - v. construction of affordable housing programs;
    - vi. housing rehabilitation loan/grant programs.
  - c) Barriers to full access to State, County and Town(s) housing services
  - d) Public Housing and other assisted/insured housing provider tenant selection procedures; housing choices for certificate and voucher holders.
  - e) Employment-housing-transportation linkage.

2. Private sector
  - a) Sale or rental of housing
    - i. real estate practices, such as steering or blockbusting;
    - ii. deed restrictions, trust or lease provisions;
    - iii. conversion of apartments to all adult;
    - iv. property management firms "occupancy quotas"
    - v. exclusionary advertisements and questionable application forms/procedures;
    - vi. affirmative marketing programs/policies for public firms and housing that does not reach those most in need.
  - b) Provision of housing brokerage services
    - i. exclusion of minority brokers from participation in multiple listing service or professional associations
    - ii. assignment of brokers and areas by racial/ethnic composition of census tracts
    - iii. restrictions in use of privileges, services, or facilities by all brokers
  - c) Provision of financing assistance for housing, including second mortgage/refinancing lending
    - i. discriminatory lending patterns, practices and disclosures;
    - ii. discriminatory appraisal and underwriting practices;
    - iii. disinvestments and redlining practices;
    - iv. racial credit steering;
    - v. predatory lending;
    - vi. discrimination in property insurance risk assessment and underwriting.
3. Public and private sector
  - a) Fair housing enforcement;
  - b) Fair housing education.
4. HUD determination
  - a) Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of non-compliance by HUD under Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973, or where the Secretary has issued a charge under the Fair Housing Act regarding assisted housing within a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to help remedy the discriminatory condition including actions involving the expenditure of funds by the jurisdiction.
5. Other areas of inquiry
  - a) Discriminatory actions based on language/cultural barriers or physical/mental disability and special needs of these populations;
  - b) Compliance with accessibility requirements in construction of multi-family units;
  - c) Effects of perceived geographic divisions/images;
  - d) Effectiveness of mobility programs to encourage desegregation.

## **VI. Identification of Data Sources**

In developing the report, the consultant shall include those groups which represent special interests, groups that represent people with disabilities, civil rights groups, and low- moderate income representative groups, and those which are active in the housing arena such as fair housing organizations, tenants' rights organizations, and housing advocacy groups, to assure that the needs of all citizens are addressed in the analysis. The consultant is expected to identify all sources of information in an appendix and to directly attribute information within the body of the report where appropriate.

Potential sources of information include:

- Most recent Consolidated Plans of all Entitlement Communities/Consortia involved (Urban County Consortium, Amherst, Cheektowaga, Tonawanda (ACT) Consortium, and the City of Buffalo
- U.S. Census (<http://www.census.gov>)
- ACS- American Community Survey
- Fair Housing Planning Guide (<http://hud.gov/offices/fheo/library/index.cfm#guidance>)
- U.S. Dept. of Housing and Urban Development – Buffalo Office
- HUD's One Region Forward (<http://oneregionforward.org>)
- Local laws and ordinances
- Print media
- Buffalo Urban League
- Belmont Housing Resources
- Housing Opportunities Made Equal – Buffalo Office

## **VII. Miscellaneous**

Print and Digital Reports: AI Report (draft and final) are to be provided in printed and digital format, using commonly accepted word processing formats, such as Word. All reports presented for public review shall also be provided in PDF format for posting onto the internet.

## **SCHEDULE "A"**

### **PART I - PREPARATION OF REGIONAL AI**

#### **FEE SCHEDULE & PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Agencies 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 individual Agencies for the required services. The undersigned agrees and understands that the Agencies are not obligated to respond to this proposal nor are they 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 Agencies, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Agencies and, if necessary, approved by the Agencies Legislature, Board or Attorney.

It is understood and agreed that the Agencies reserve 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 Agencies reserve all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Agencies is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

\_\_\_\_\_

Proposer Name

By: \_\_\_\_\_

Name and Title

Fee Proposal Part I \$ \_\_\_\_\_

(Analysis of Impediments to Fair Housing Choice- Regional Plan )

## **PART II**

### **Preparation of Six (6)**

## **FIVE-YEAR CONSOLIDATED** **PLANS**

REMINDER – Part II involves preparation of six consolidated plans for the –  
1) Erie County Urban County Consortium, 2) Town of Hamburg CDBG Program, 3) ACT HOME Consortium and Town of Amherst CDBG Program, 4) Town of Cheektowaga CDBG Program, 5) Town of Tonawanda CDBG and ESG Programs, and 6) City of Buffalo CDBG, HOME, ESG and HOPWA Programs.

Each of these components should have a separate proposal.

See SCHEDULE “A” below regarding fee schedule for various plans.

## **REQUEST FOR PROPOSAL (RFP)**

### **2025-2029 Five-Year Consolidated Plan and Annual Action Plan for the Erie County Urban County Consortium/Town of Hamburg CDBG Consortium, City of Buffalo and the Amherst, Cheektowaga, Tonawanda (ACT) Consortium**

(subsequent information applies to preparation of all six plans)

#### **BACKGROUND**

The Erie County Urban County Consortium/Town of Hamburg (see Map 2 - A), the Amherst, Cheektowaga, Tonawanda “ACT” Consortium (see Map 2 - B), and the City of Buffalo are seeking a qualified Consultant to prepare six (6) individual Five-Year Consolidated Plans for 2025-2029. The Plans must follow guidelines established by the United States Department of Housing and Urban Development. These can be found at [www.hudexchange.info/programs/consolidated-plan/](http://www.hudexchange.info/programs/consolidated-plan/)

#### **FUNDING SOURCE**

Federal Community Development Block Grant and/or HOME Investment Partnership Program monies will be used to fund the planning effort.

#### **SCHEDULE OF EVENTS**

The anticipated schedule of events is as follows. The County/Town’s reserve the right to amend this schedule at any time:

Issuance/advertisement of RFP	: February 16, 2024
Pre-Proposal Meeting	: March 1, 2024
Written Requests for Clarification	: March 8, 2024
Addendum Issued w/ Responses	: March 15, 2024
Proposal Due	: March 22, 2024
Determination of award	: April 5, 2024
Legislative action RE: contract	: April 26, 2024
Consultant commences work	: May 10, 2024
Draft Con Plan for review	: October 1, 2024
Con Plan completed	: December 20, 2024

#### **CONSULTANT PROPOSAL**

The following elements must be addressed within each individual proposal to be submitted:

1. A detailed work program that expands the “Consolidated Plan - Scope of Services” which follows this section.
2. Time Schedule: A detailed timeline showing milestone dates, meetings, etc. The draft plan must be completed no later than October 1, 2024.
3. Proposal Fee: The Consultant shall submit a flat rate fee proposal (See SCHEDULE “A” for further information on fee breakdown) with accompanying details of costs and including estimated number of work hours by staff for each of the above plans.
4. Person Hours: Include a summary table listing each professional staff assigned to the project and the corresponding hours per task the individual is anticipated to devote to the engagement. Include hourly rates of all participating staff. Identify the project manager and primary contact person.
5. Evidence of any proposed MBE/WBE firm participation.
6. Experience: (a) A description of prior or ongoing work that illustrates an understanding of the consolidated planning process and the Community Development Block Grant (CDBG), HOME, ESG and HOPWA Programs, and (b) Full knowledge and essential access to HUD’s Integrated Disbursement and Information System (IDIS) and HUD’s E-Con Suite for reporting.
7. References: A minimum of two references from local or County governments where work was carried out illustrating an understanding of the federal CDBG, HOME, and ESG Programs.
8. Resumes of all professional staff assigned to the project.
9. Identification of primary contact person.
10. Statement of Insurance Coverage – See Schedules “B-G” for respective Agency requirements.
11. Miscellaneous:

Print and Digital Reports: All textual reports (draft and final) are to be provided in printed and digital format, using commonly accepted word processing formats, such as Word. All reports shall be prepared using HUD’s IDIS E-Con Suite Program. All reports presented for public review shall also be provided in PDF format for posting onto the Internet.

## SELECTION CRITERIA

All proposals timely received and complete will be evaluated and ranked by a five person selection committee comprised of representatives from Erie County, City of Buffalo, and the Towns of Hamburg, Amherst, Cheektowaga, and Tonawanda. The evaluation is based on the written proposals using a numerical score sheet related to the following categories, with a total of 100 maximum points available:

1. Cost Reasonableness. While price is not the only consideration, it is an important one (Max 20 points)
2. Experience and qualification of project manager and team personnel in working on similar federal CDBG, HOME, ESG, and HOPWA Projects with local governments (Max 20 points)
3. Staff Assigned to project and Accessibility of said staff to County/City/Towns (Max 15 points)
4. Response to Scope of Services (Max 15 points)
5. Ability to meet proposed schedule (Max 15 points)
6. WBE/MBE involvement (Max 15 points)

## SUBMISSION OF PROPOSALS

**Written proposal (original and 5 copies) is to be submitted to:**

Erie County Department of Environment and Planning  
Paul D'Orlando, Principal Contract Monitor  
Edward A. Rath Agencies Office Building  
95 Franklin Street, 10<sup>th</sup> Floor  
Buffalo, NY 14202

**DEADLINE:** All proposals must be received at the above office on or before:

**March 22, 2024 at 4:00 p.m.**

**\*\*\*Proposers MUST sign and include their fee proposal on the Certification attached hereto as Schedule "A". Unsigned proposals will be rejected\*\*\***

*Proposals received after the above date and time will not be considered. The Agencies are under no obligation to return proposals.*



## FIRM REGISTRATION

All firms wishing to participate in this RFP process must register electronically with Erie County Principal Planner Marie Thornton via email at [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov). All subsequent notifications/addendums will be sent to electronically registered proposing firms. Also, subsequent responses to any requests for clarification that are received will also be disseminated electronically to all those who have registered.

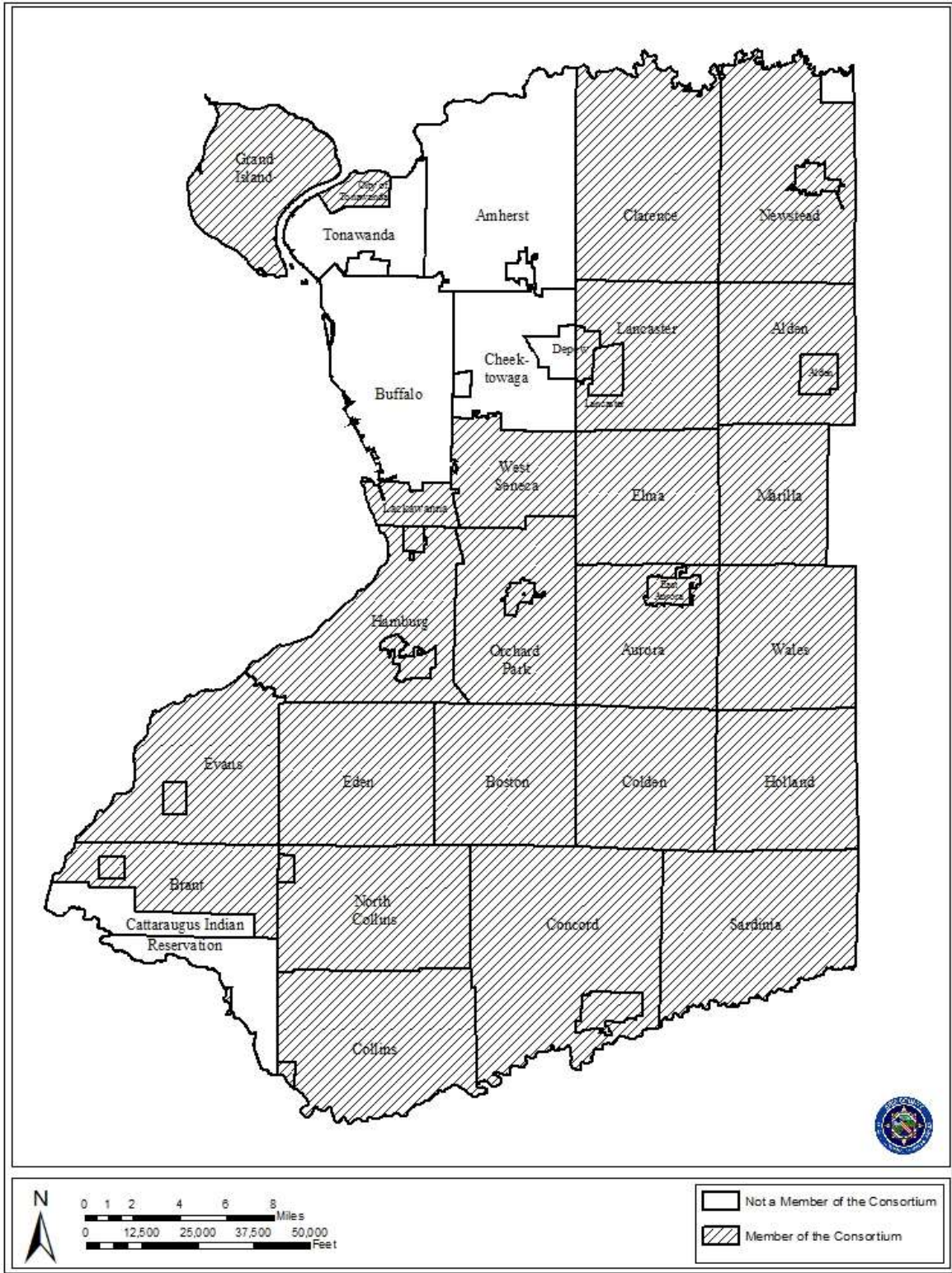
## REQUESTS FOR CLARIFICATION

Requests for clarification of this RFP may also be submitted to Marie Thornton at [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov) no later than **4:00 p.m. on March 8, 2024**. Formal written responses will be distributed by the Agencies on or before March 15, 2024 to all firms that have registered. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE AGENCIES EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

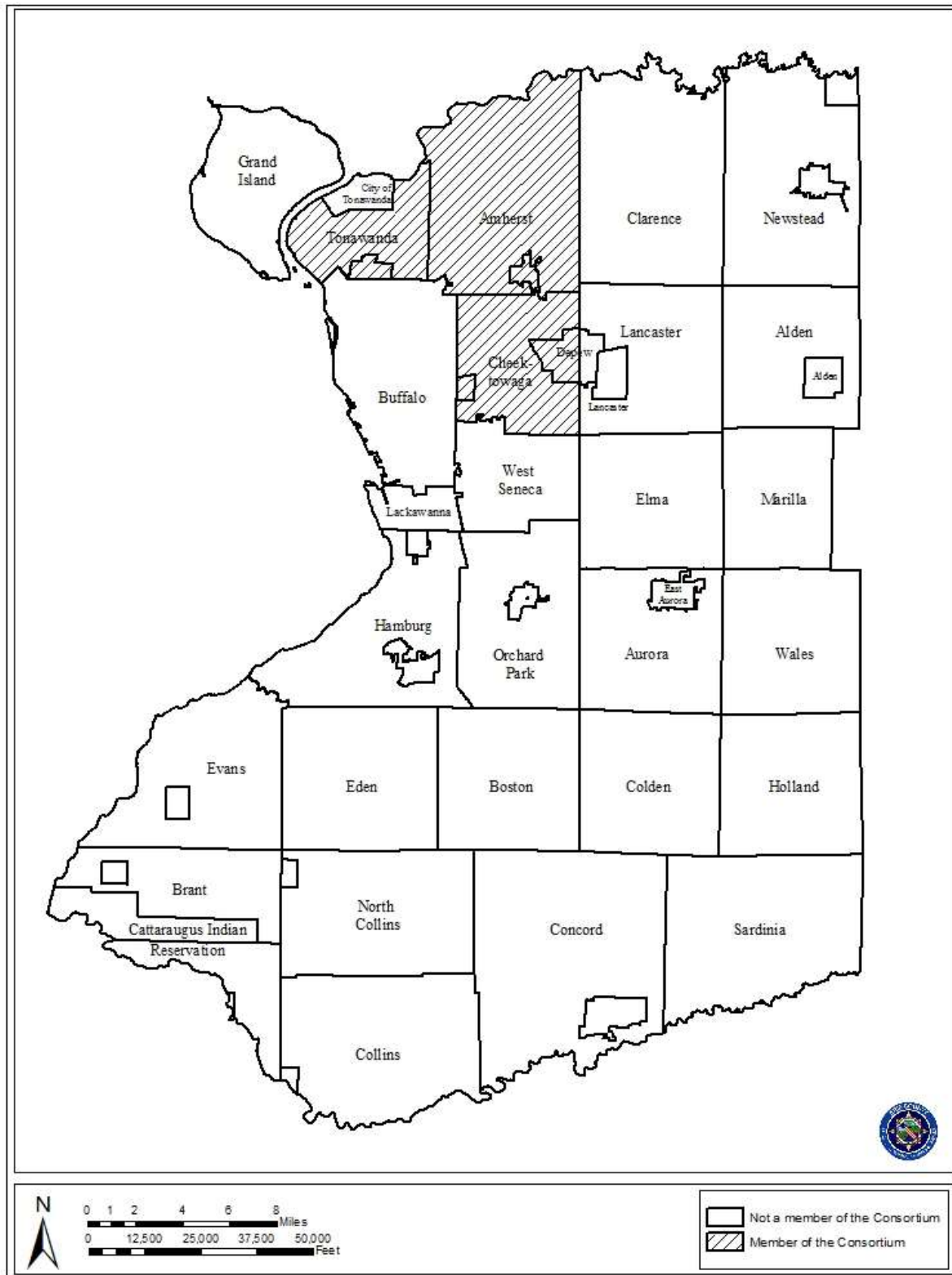
## PRE-PROPOSAL MEETING

A **MANDATORY** virtual meeting has been scheduled for **1:30 p.m. on Friday, March 1, 2024**. Please email [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov) to register and receive the WebEx link. Representatives from the Agencies will summarize RFP requirements and consider any questions from those in attendance. All are encouraged to attend.

**MAP 2-A**  
**ERIE COUNTY URBAN COUNTY CONSORTIUM/TOWN OF HAMBURG**



**MAP 2-B**  
**AMHERST, CHEEKTOWAGA, TONAWANDA CONSORTIUM**



**SCOPE OF SERVICES**  
**CONSOLIDATED PLAN RFP**  
**ERIE COUNTY URBAN COUNTY CONSORTIUM/  
TOWN OF HAMBURG  
CITY OF BUFFALO  
and  
AMHERST, CHEEKTOWAGA, TONAWANDA CONSORTIUM**

**I.1. Managing the Process – Agency Consultation**

**A. Consultant Responsibilities**

1. Conduct consultation meetings with public and private agencies that provide health services, social services, and fair housing services, including those that focus on services to children, elderly persons, persons with disabilities, and persons with HIV/AIDS to ensure that the consolidated plan is a comprehensive document that addresses statutory purpose.
2. Conduct consultation with applicable agencies (state or local health and child welfare agencies) about lead-based paint matters. Review secondary source data regarding geographic location of housing units having lead-based paint issues and housing units with children having lead-based paint poisoning.
3. Consultation with local public housing authority's concerning public housing needs, planned programs, and activities.
4. Regarding homelessness, consult with following: a) Continuum of Care, b) public/private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations, c) publicly funded institutions and systems of care that may discharge persons into homelessness, d) business and civic leaders.
5. Conduct consultation meetings with economic development interests including businesses, developers, and agencies.
6. Consultation with public/private organizations, including broadband internet service providers and other organizations engaged in narrowing the digital divide with respect to availability of broadband access.
7. Consultation with emergency management, and other agencies whose primary responsibilities include the management of flood prone areas,

public land, or water resources regarding the vulnerability of housing occupied by low- or moderate-income households to natural hazards associated with climate change.

8. Prepare plan section describing the consultation process and information obtained therein. Consultant must summarize the consultation process and their efforts to enhance coordination between public and private agencies.

**B. Agency Responsibilities**

1. Identification of lead agency responsible for overseeing plan development, and the major public/private agencies responsible for administering programs.
2. Prepare plan section describing the institutional structure requirement.

**I.2. Citizen Participation**

**A. Consultant Responsibilities**

1. Conduct required public hearings, including providing appropriate notice and access requirements, as per Citizen Participation Plan.
2. Specify criteria whereby a substantial amendment to the plan is required and identify process for gaining substantial amendment approved as well.
3. Develop a detailed citizen participation plan, working with the individual communities, that incorporates federal requirements as outlined in the aforementioned "Con Plan in IDIS Desk Guide" found at: [www.hudexchange.info/programs/consolidated-plan/](http://www.hudexchange.info/programs/consolidated-plan/). The plan should highlight efforts to encourage participation from the following groups: low/mod income persons; residents of slum or blighted areas; minorities; non-English speaking persons; persons with disabilities; public housing residents; local and regional institutions, including Continuum of Care, businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations.
4. Prepare an executive summary inclusive of the objectives and outcomes identified in the plan.

**B. Agency Responsibilities**

1. Publish Consolidated Plan at appropriate venues.
2. Prepare the evaluation of past performance section of the Executive

Summary.

3. Prepare a summary of the citizen participation process.

## II. **Housing/Homeless/Community Development Needs Assessment**

### A. Consultant Responsibilities

1. **Homeless Needs Assessment** – Plan must describe the nature and extent of unsheltered and sheltered homelessness within the jurisdiction. Grantees will use data from the Homeless Management Information System (HMIS) and data from the Point-In-Time (PIT) count as a baseline for this section. This must include estimates regarding the number of persons experiencing homelessness on a given night, the number of persons who experience homelessness each year, the number of persons who lose their housing and become homeless each year, the number of persons who exit homelessness each year, the nature and extent of homelessness by racial and ethnic group, the number of days that persons experience homelessness, and other measure specified by HUD. Also, provide an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). Must also include a narrative description of the characteristics and needs of low-income individuals and families with children who are currently housed but threatened with homelessness. The consultant must consult with the Continuum of Care for Erie County in preparing this section.
2. **Housing Needs** – The Consultant must provide a concise summary of the jurisdiction's estimated housing needs projected for the ensuing five-year period. Needs should be described according to an estimate of the number and type of families in need of housing assistance for extremely low-income, low-income, moderate-income, and middle-income families for renters and owners, and the specification of such needs for different categories of persons, including elderly persons; single persons; large families; public housing residents; families on the public housing and section 8 tenant-based waiting list; persons with HIV/AIDS and their families; victims of domestic violence, dating violence, sexual abuse and stalking; persons with disabilities; and for formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance. This should also include a discussion of specific housing problems, including cost-burden, severe cost-burden, substandard housing, and overcrowding (especially large families) experienced by extremely low-income, low-income, and moderate-income renters.
3. Complete all tables in the E-Con Suite that are related to this section.

4. In consultation with Consortium, complete Priority Housing Needs/Investment Plan Table.
5. **Disproportionately Greater Need** – Plan must provide an assessment for each disproportionately greater need identified. A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate (10% or more) than the income level as a whole.
6. **Needs of Public Housing** – In cooperation with the public housing agency or agencies located within its boundaries, the plan must provide a concise summary of the needs of public housing residents, including identifying the public housing developments in the jurisdiction, the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries (i.e. assessment of needs of tenants and applicants on waiting list for accessible units as required by 24 CFR 8.25).
7. **Non-Homeless Special Needs Assessment** – The plan should describe the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and public housing residents.
8. **Non-Housing Community Development Needs** – Consultant must provide a concise summary of the jurisdiction's priority non-housing community development needs, including the need for public facilities, public improvements, public services, and other eligible uses of CDBG.
9. **NEW – Availability of Broadband Access** – Consultation with public and private organizations, including broadband internet service providers, and organizations engaged in narrowing the digital divide. This section should include a description of broadband needs of housing occupied by low- and moderate-income households based on an analysis of data for the jurisdictions low- and moderate-income neighborhoods. Also, the need for broadband wiring and for connection to broadband service in the households, as well as the need for increased competition by having more than one service provider should also be discussed within the plan.
10. **NEW – Natural Hazard Risk** – The consultant will need to evaluate the vulnerability of housing occupied by low- and moderate-income households to natural hazard risks associated with climate change. This will involve consultation with agencies whose primary responsibilities include the management of flood prone areas, public land, or water resources. Emergency management agencies must also be consulted



with.

11. **Lead-Based Paint Needs** – The Consultant must estimate the number of housing units that contain lead-based paint hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low-income, low-income, and moderate-income families. Describe actions to reduce lead-based paint hazards, incorporate methods into housing programs, and relationship of methods to the extent of lead paint hazard

B. Agency Responsibilities

Prepare and mail out a community development needs survey to all municipalities within the consortium and tabulate results for consultant.

### III. **Market Analysis**

A. Consultant Responsibilities

1. Based on information available to the Consultant, the consolidated plan must describe the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing.
2. The plan must describe the housing stock available to serve persons with disabilities and other low-income persons with special needs, including persons with HIV/AIDS and their families. The plan must also describe, to the extent information is available, the facilities and services that assist persons who are not homeless but who require supportive housing and programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.
3. Identify, map and describe areas of low-income concentration within the Consortiums, as well as areas of racial/ethnic minority concentration.
4. Describe the number and targeting (income level and type of family served) of units currently assisted by local, state, or federally funded programs and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason, such as expiration of Section 8 contracts.
5. The plan must estimate the number of housing units within the jurisdiction that are occupied by low-income families or moderate-income families that contain lead-based paint hazards.
6. Describe and identify the public housing developments and public



housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs, Section 504 needs, and the public housing agency's strategy for improving the management and operation of such housing, and for improving the living environment of low- and moderate-income families residing in public housing.

7. The plan must describe any regulatory barriers to affordable housing, including public policies that affect the cost of housing and the incentives to develop, maintain, or improve affordable housing in the jurisdiction. These include tax policies affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and policies that affect the return on residential investment.
8. Provide an inventory of facilities, housing, and services that meet the needs of homeless persons within the jurisdiction, particularly chronically homeless individuals and families, families with children veterans, and their families, and unaccompanied youth. This inventory must include both services targeted to homeless persons and mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

B. Agency Responsibilities

Provide background of community development program.

#### **IV. Strategic Plan**

A. Consultant Responsibilities

1. Priority Needs - The consultant must describe the priority needs that will be addressed by the goals outlined in the Strategic Plan. This section should clarify the rationale for establishing the allocation priorities. The rationale should flow logically from the analysis in the Needs Assessment and Market Analysis.
2. Influence on Market Conditions – The housing strategy must indicate how the characteristics of the housing market have influenced grantee decisions to use funds for rental assistance, production of new units, rehabilitation of old units, and the acquisition of existing units.
3. Anticipated Resources – The plan must estimate the resources that will be available to address the grantee's priority needs. The level of resources available will play a key role in determining strategies and goals. Grantees should consider all resources within the jurisdiction's control that can be reasonably expected to be available, including federal, state, and local resources.

4. Institutional Delivery Structure – The plan must provide a concise summary of the organizations that will carry out the identified objectives. While not necessary to identify every potential subrecipient and partner, the plan should describe the framework of organizations that will carry out the plan.
5. Goals – The plan must include summaries of the objectives the grantee intends to initiate and/or complete during the timeframe of the Consolidated Plan. For each objective, grantees must identify proposed accomplishments and outcomes in quantitative terms. To assist with this, grantees must use one or more of the 22 Goal Outcome Indicators (GOI) to specify proposed numeric accomplishments the jurisdiction hopes to achieve over the course of the Strategic Plan. The goals should specifically address the priority needs.
6. Public Housing – The plan must include the jurisdiction's plan to meet the needs of public housing residents and public housing developments.
7. Barriers to Affordable Housing – The plan must identify strategies for removing or ameliorating any negative effects of public policies that serve as barriers to affordable housing. Such policies include tax policy affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and policies that affect the return on residential investment.
8. Homelessness Strategy – The plan must describe the jurisdiction's strategy for reducing and ending homelessness through outreach, shelter activities, rapid re-housing, and homeless prevention. The strategies should consider both the housing and supportive services needed in each stage of the process.
9. Lead-Based Paint Hazards – The plan must outline the jurisdiction's proposed actions to evaluate and reduce lead-based paint hazards and how housing policies and programs will address this issue.
10. Anti-Poverty Strategy – The plan must provide a concise summary of the jurisdiction's goals, programs, and policies for reducing the number of poverty-level families. The plan should also address how housing programs funded through the Consolidated Plan will be coordinated with the jurisdiction's other programs and services in order to reduce the number of poverty-level families. These policies may include the jurisdiction's policies for providing employment and training opportunities to Section 3 residents.
11. Priority Housing Needs – The Consultant must describe the relationship between the allocation priorities and the extent of need given to each category of priority needs. These categories correspond with special

tabulations of U.S. census data provided by HUD for the preparation of the Consolidated Plan. The Consultant must provide an analysis of how the characteristics of the housing market and the severity of housing problems and needs of each category of residents including the non-homeless special needs population, provided the rationale for establishing the allocation priorities and use of funds made available for each priority housing need category, particularly among extremely low-income, low-income, and moderate-income households. The plan should be explicit about what the jurisdiction plans to do with formula grant funds in the context of their larger strategy. Family and income types may be grouped in the case of closely related categories of residents where the analysis would apply to more than one family or income type.

12. Identify any obstacles to meeting underserved needs.
13. Describe other special needs of the Consortium and summarize the non- housing community development needs including economic development activities that create jobs.
14. Address fair housing needs and discrimination, for each individual jurisdiction, based upon information from current resources, statistics and local Fair Housing Agencies, as well as the current Analysis of Impediments to Fair Housing Choice for the region.
15. Governmental Cooperation - Prepare a plan for the Consortium that will provide coordination between public and private providers for the Consolidated Plan. The plan should include but not limited to Continuum of Care, public and assisted housing providers, and private and governmental health, mental health, service agencies and services for the homeless. With respect of economic development, the plan should describe coordination with private industry, businesses, developers, and social service agencies.
16. Describe the rationale for establishing the allocation priorities given to each category of priority needs, particularly among extremely low-income, low- income, and moderate-income households.
17. Identify specific objectives for minority homeownership.

B. Agency Responsibilities

1. Geographic Priorities - The plan must explain how funding is allocated geographically, but have the option of designating target areas. This approach recognizes that a neighborhood's economic and social needs are interconnected and focuses on the neighborhood as a whole.
2. Complete the Monitoring Section that describes the standards and

procedures the jurisdiction will use to monitor their housing and community development projects and ensure long-term compliance with program and comprehensive planning requirements.

3. Identify specific long- and short-term community development objectives.
4. Link the Community Development Strategy to existing/ongoing regional and municipal planning activities.
5. As part of the Specific Housing Objective, indicate how the characteristics of the housing market will influence the use of funds.

## **V. Consolidated Action Plan**

This section will be the sole responsibility of the individual Agencies.

## **VI. Assembly**

### **A. Consultant Responsibilities**

Coordinate the formatting, placement, and editing of the Five-Year Plans and Consolidated Action Plans into a draft and final report document. The latter should be in hard copy and electronic versions prepared in HUD's IDIS E-Con Suite as mandated. Five (5) hard copies of the draft and final reports shall be submitted to each of the Agencies for further copying where necessary. Electronic versions of each of the individual plans shall be transferred to the Agencies in a format suitable to all parties (dropbox, electronic file transfer, etc...).

### **B. Agency Responsibilities**

For all items the Agencies are responsible for preparing, provide in a timely manner to the Consultant all text, tables, and graphics which are needed for inclusion in the draft and final reports.

**SCHEDULE "A"**

**PART II – PREPARATION OF FIVE-YEAR CONSOLIDATED PLANS**

**FEE SCHEDULE & PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Agencies 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 Agencies for the required services. The undersigned agrees and understands that the Agencies are not obligated to respond to this proposal nor are they 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 Agencies, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Agencies and, if necessary, approved by the Agencies Legislature, Board, or Attorney.

It is understood and agreed that the Agencies reserve 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 Agencies reserve all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Agencies is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

\_\_\_\_\_  
Proposer Signature & Title

\_\_\_\_\_  
Date

Fee Proposal Part II-A      \$ \_\_\_\_\_

**(Please note: Submit one Total fee for the Erie County Urban County Consortium/Town of Hamburg) Consolidated Plan, which includes the following subparts: Erie County Urban County Consortium Consolidated Plan, and a Town of Hamburg CDBG Plan**

Fee Proposal Part II-B      \$ \_\_\_\_\_

**City of Buffalo CDBG, HOME, ESG & HOPWA Programs Consolidated Plan**

Fee Proposal Part II-C      \$ \_\_\_\_\_

**(Please note: Submit one Total fee for the preparation of the Amherst-Cheektowaga-Tonawanda (ACT) Consortium's 5-year Consolidated Plan, which includes the following subparts (as described previously): a CDBG plan for the Town of Cheektowaga; a CDBG and ESG plan for the Town of Tonawanda; and a CDBG Plan for the Town of Amherst and ACT HOME Consortium. The ACT Consortium's 5-year Consolidated Plan is a collective document of these subparts in HUD IDIS system)**

**SCHEDULE "B"**

**ERIE COUNTY STATEMENT OF INSURANCE COVERAGE**

Erie County Insurance Requirements – See Category C – Professional Services

## **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 Street, 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.



## **SCHEDULE "C"**

### **TOWN OF AMHERST**

#### **Consultant Minor Exposure Addendum to Contract**

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to

the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on \_\_\_\_\_. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

\_\_\_\_\_  
Print Name of Company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

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

Agreed to and Accepted by:

**Town of Amherst**

By: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

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

**Schedule "C" – Continued**  
**TOWN OF AMHERST Contract Addendum #2**

**IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Sworn To Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

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

Revised 4.2017

**SCHEDULE "D"**

**Town of Hamburg - Addendum to Contract**

STANDARD CLAUSES FOR  
THE TOWN OF HAMBURG  
2024

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

## **STANDARD CLAUSES FOR TOWN OF HAMBURG CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Town, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** The Town shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with General Municipal Law §109, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Town's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let may be waived at the discretion of Town. The Town retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Town.

**3. WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (see attached).

**4. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract.

**5. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Town of any Town approved sums due and owing for work done upon the project.

**6. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf.

**7. SET-OFF RIGHTS.** The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Town with regard to this

contract, any other contract with any Town department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Town for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Town or its representatives.

**8. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Town and any other person or entity authorized to conduct an examination, shall have access to the Records during normal business hours at an office of the Contractor or, if no such office is available, at a mutually agreeable and reasonable venue within the Town, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

**9. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a Town is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Town; or (ii) a written agreement in excess of \$100,000.00 whereby a Town is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Town contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Town, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Town contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside the Town. The Town shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Town shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Town shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and

regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**10. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**11. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**12. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**13. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the Town. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**14. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles, and shall permit independent monitoring of compliance with such principles.

**15. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**16. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with General Municipal Law §103-g and State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Town.

During the term of the Contract, should the Town receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Town will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then



the Town shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Town reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**17. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Town determines that such action is in its the best interest.

**18. DEPOSIT FOR PLANS AND SPECIFICATIONS.** In accordance with General Municipal Law §102, to the extent that a bid proposal requires that the contractor obtain copies of plans and/or specifications from the Town, a deposit of \$100 shall be submitted to the Town to guarantee the safe return of the plans and/or specifications. The Town will return the deposit to the unsuccessful bidders within 30 days of the bid award and upon return of the plans and/or specifications in good condition.

**19. SECURITY FOR IMPROVEMENT DISTRICT PROJECTS OR PUBLIC WORKS PROJECTS.** In accordance with General Municipal Law Article 5A, if this agreement is a contract for an improvement district project or public works project, all bidders must file with the Office of the Town Supervisor a certified check, or a bond with sufficient sureties, in a sum equal to 5 percent of the estimated expense of the improvement, obligating bidder to execute the contract if awarded to the bidder. If the bidder fails to execute the contract as awarded, the certified check shall be forfeited to the Town, or the bond payment enforced by the Town, as liquidated damages to the Town. Certified checks or bond sureties will be returned to bidders in accordance with General Municipal Law §105.

**20. SERVICE OF PROCESS.** In addition to the methods of service allowed by the Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**21. INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby agrees to defend, indemnify, and hold harmless the Town from any and all claims, liability, judgments or other damages including legal fees and court costs, for any and all property damage, arising from it work under the Contract. The Contractor shall furnish the Town with an insurance certificate evidencing coverage for general liability with a minimum limit for bodily injury and property damage in an amount as determined by the Town of Hamburg based on the nature of the RFP/contract but in no event less than \$1 million and naming the Town of Hamburg as an additional insured. All insurance coverage shall be written such the Town will receive thirty (30) days prior notice to cancellation or modification of coverage. See attached.

**22. LICENSES.** Contractor affirms it and its employees, agents and subcontractors hold and maintain all necessary and pertinent valid licenses and permits necessary to the work performed under the contract.

**23. MODIFICATIONS.** This contract may not be modified by the Contractor without the Town's previous written consent, and attempts to do so are null and void.

## **SCHEDULE “E” – TOWN OF TONAWANDA INSURANCE REQUIREMENTS**

The Contractor agrees to secure compensation and disability insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers’ Compensation Law of the State of New York and the Agreement shall be voided at the election of the Owner and of no effect unless the Contractor complies with this provision.

The following minimum limits of insurance shall be evidenced to the Town by any Contractor during the course of the Agreement, the Contractor shall, at his sole cost, maintain in full force and effect the insurance listed below:

- a.     Workers’ Compensation                                      New York State Statutory  
         Employer’s Liability                                      Unlimited in New York
- b.     Commercial General Liability  
         Including Products Liability

Bodily Injury and Property Damage                      \$1,000,000 per occurrence; \$2,000,000 aggregate

1. Coverage must name the Town of Tonawanda, its Town Board, Officials, Employees and Agents as an Additional Insured on a primary and non-contributory basis and that coverage must be shown on the Certificate.

2. Coverage should include Explosion, Collapse and Underground Hazard coverage.

3. Cover should include a “Per Project” or “Per Location” endorsement that is listed on the Certificate.

4. Continued coverage shall remain in force for at least three years following the date of completion of the project.

- c.     Auto Liability    \$1,000,000 per accident
- d.     Excess Umbrella Liability                                      \$1,000,000 (or \$2,000,000) per occurrence  
         Providing Excess limits over the General And Auto Liability coverage listed above
- e.     Disability Coverage    New York State Statutory

The Contractor shall cause the Owner to be furnished with certificates which shall in each instance show the name of the insurance carrier, policy number, effective date and expiration date and shall be signed by an authorized representative of the carrier. Each certificate shall also state that in the event of any material change in or cancellation of said policy, the Owner will receive thirty (30) days’ prior written notice of such change or cancellation. Each certificate shall state that any such notice shall be sent to the Town of Tonawanda.

Instructions for Preparing Certificates – The original certificate evidencing the above coverage shall be submitted prior to the commencement of work to the Town of Tonawanda Community Development Office, 169 Sheridan Parkside Drive, Tonawanda, New York 14150. Evidence of renewal coverage must be submitted to the Town of Tonawanda Community Development Office by the date of the renewal. Coverage must be written by insurance company with a rating of at least B+ according to Best Key Rating Guide.

By: \_\_\_\_\_

Signature and Title

\_\_\_\_\_

Date

## **SCHEDULE "F"**

### **Town of Cheektowaga - Minimum Insurance Requirements for Vendors Doing Work for the Town**

The following minimum limits of Insurance shall be evidenced to the Town by any vendor:

- |    |   |   |
|----|---|---|
| A. | Workers' Compensation<br>Employers Liability  | New York State Statutory<br>Unlimited in New York   |
| B. | Commercial General Liability<br>Including Products Liability, Completed Operations Liability, Bodily Injury,<br>and Property Damage:  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 1. | Coverage must name the TOWN OF CHEEKTOWAGA, ITS TOWN BOARD, OFFICIALS, EMPLOYEES, AND AGENTS, 3301 BROADWAY, CHEEKTOWAGA, NEW YORK, ARE NAMED AS AN ADDITIONAL INSURED and said coverage must be shown on the Certificate. This coverage shall also be 'Primary' to any other coverage. |   |
| 2. | Coverage should include Explosion, Collapse and Underground Hazard coverage.  |   |
| 3. | Coverage should include a 'Per Project' or 'Per Location' aggregate that is listed on the Certificate.  |   |
| 4. | Continued coverage shall remain in force for at least three years following the date of completion of the project.  |   |
| C. | Auto Liability<br>including Owned, Non-owned and Hired Autos  | \$1,000,000 per accident                            |
| D. | Excess Umbrella Liability<br>providing excess limits over the General<br>and Auto Liability coverages listed above.   | \$3,000,000 per occurrence                          |
| E. | Disability Coverage   | New York State Statutory                            |

#### **Instructions for Preparing Certificates:**

The original Certificate evidencing the above coverages shall be submitted prior to the commencement of work to the Town Attorney's Office, Town of Cheektowaga, 3301 Broadway, Cheektowaga, New York, 14227. Evidence of renewal coverage must be submitted to the Town by the date of the renewal. Coverage must be written by an Insurance Company with a rating of at least B+ according to Best Key Rating Guide.

#### **Indemnification:**

The vendor agrees that it shall indemnify and hold harmless the Town of Cheektowaga to the fullest extent permitted by law for any claim, suits, damages, legal costs and expenses including but not limited to Bodily Injury, Property Damage, Personal Injury, Disease or Death arising out of, caused by or in any way related to the activities of the Vendor.

Name of Vendor: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

## **SCHEDULE “G”**

### **CITY OF BUFFALO INDEMNIFICATION & INSURANCE REQUIREMENTS**

#### **INDEMNIFICATION/HOLD HARMLESS**

For any contract arising from this RFP, the successful Offeror(s) shall defend, indemnify and save harmless the City and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

#### **INSURANCE COVERAGE REQUIREMENTS**

The City of Buffalo requires insurance coverage as listed below for this service. Note: The term “vendor” shall also include the successful Offeror(s), their respective agents, representatives, employees or subcontractors; and the term “City of Buffalo” (hereinafter called the “City”) shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory.

##### **Minimum Scope and Limits of Insurance**

##### ***Workers’ Compensation Insurance and Disability Insurance:***

With respect to all operations the vendor performs the vendor shall carry Workers’ Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Workers’ Compensation Insurance and Disability Insurance must be provided on the New York State approved form. The Acord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the vendor and must name the City of Buffalo as certificate holder on said certificates of insurance.

***Commercial General Liability Insurance:***

With respect to all operations the vendor performs the vendor shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the contract. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the vendor and must name the City of Buffalo as additional insured and certificate holder under said policy.

***Commercial Automobile Liability Insurance:***

With respect to any owned, non-owned, or hired vehicles the vendor shall carry Automobile Liability insurance providing at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the vendor and must name the City of Buffalo additional insured and certificate holder under said policy.

***Professional Liability Insurance:***

With respect to any damage caused by an error, omission or any negligent acts of the vendor performed under this contract the vendor shall carry Professional Liability insurance providing at least one million dollars (\$1,000,000) of coverage per claim for any wrongful act. A certificate of insurance evidencing such coverage shall be submitted by the vendor and must name the City of Buffalo as certificate holder under said policy.

***“Tail” Coverage:***

If any of the required liability insurance is on a “claims made” basis, “tail” coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Vendor shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for 24 months following Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of the pertinent Contract. If continuous “claims made” coverage is used, vendor shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of the Contract.

***Acceptability of Insurers:***

All of vendor’s insurance policies shall be written by insurance companies admitted in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the City’s Comptroller in his sole discretion.

***Subcontractors:***

The vendor shall require subcontractors to provide the same “minimum scope and limits of insurance” as required herein, with the exception of Errors and Omissions/Professional

Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All certificates of insurance shall be provided to the Corporation Counsel's office as required herein and must be acceptable to the Corporation Counsel in his sole discretion.

***Aggregate Limits:***

Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the vendor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for solely by the vendor. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the vendor to pay and/or to indemnify.

***Notice of Cancellation or Nonrenewal:***

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by mail has been given to the City.

***Waiver of Governmental Immunity:***

Unless requested otherwise by the City, the vendor and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

***Certificate of Insurance:***

As evidence of the insurance coverage required by this contract, the vendor shall furnish certificate(s) of insurance to the Executive Department prior to the award of the contract and prior to the vendor's commencement of work under this contract. The certificate(s) will specify all parties who are endorsed on the policy as additional insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be sent to:

City of Buffalo Office of Strategic Planning  
Attn: HUD Program Manager  
65 Niagara Square  
Room 920 City Hall  
Buffalo, New York 14202

## **GENERAL REQUIREMENTS**

### ***Non-Discrimination***

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Offeror(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

### ***Americans with Disabilities Act Compliance Provisions***

Any Offeror(s) awarded a contract pursuant to the RFP are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires vendors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Offeror(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law.

### ***General Compliance***

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

### ***Executive Order 16-04***

The City encourages the selection of individuals, firms and businesses that are active in the recruitment, training and retention of women, blacks, Hispanics and all other minority groups. The inclusion of specific selection criteria for those individuals, firms and businesses desiring to provide professional services to the City, that also considers the firm's recruitment, training and retention of women, blacks, Hispanics and all other minority groups, supports and encourages these practices.

Pursuant to Executive Order 16-04, issued in accordance with the laws of the State of New York and Article 2, Sections 2-3 and Article 4, Section 4-1 of the Charter of the City of Buffalo, all City departments are required to incorporate into their Requests for Proposals (RFPs) or Requests for Qualifications (RFQs) for professional services, including but not limited to, legal, architectural, accounting and engineering services, the following:

1. A minimum of fifteen percent (15%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's minority workforce development, community involvement and Offeror policies;
2. A minimum of five percent (5%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's women workforce development, community involvement and Offeror policies.
3. The factors to be considered include, but are not limited to, the following:
  - a. Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women.
  - b. Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises in the City of Buffalo.
  - c. Offeror Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

### ***Living Wage Policy***

The Buffalo Living Wage ordinance applies to City contracts for services of more than \$50,000 value when the City contracts with a contractor employing more than ten people. The attached City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo must be completed and accompany your response to this Request for Proposals.