

**BUFFALO URBAN RENEWAL AGENCY**

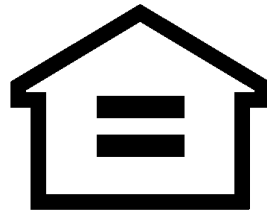
**The Honorable Byron W. Brown, Chairman**

**REQUEST FOR PROPOSALS**

**NO. 2009R**

**Second Release**

***PROGRAM MANAGEMENT AND DELIVERY SERVICES  
TO IMPLEMENT THE CITY OF BUFFALO  
HOUSING REHABILITATION LOAN PROGRAM***



**EQUAL HOUSING  
OPPORTUNITY**

**ISSUE DATE: *Friday, February 19, 2010***

**DUE DATE: *Monday, March 29, 2010 - 4:30 P.M.***

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**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**TABLE OF CONTENTS**

	<u><b>PAGE NO.</b></u>
<b>SECTION I: INTRODUCTION</b>	
1.1 Summary Statement .....	5
1.2 Proposal Closing Date.....	5
1.3 Questions and Inquiries.....	6
1.4 Proposal Acceptance .....	6
1.5 Term of Contract.....	6
1.6 Duration of Proposal Offer .....	6
1.7 Notice to Offerors .....	7
1.8 Schedule of Key Action Dates .....	7
1.9 Obtaining a Copy of this RFP.....	7
<b>SECTION II: GENERAL INFORMATION</b>	
2.1 Economy of Preparation/Incurred Expenses.....	9
2.2 Addenda to the Request for Proposals .....	9
2.3 Oral Presentations .....	9
2.4 Confidentiality/Proprietary Information .....	9
2.5 Allowance of In-House Work.....	10
2.6 Withdrawal of Proposal .....	10
2.7 Minority Business Enterprise Participation .....	10
2.8 Subcontracting .....	10
2.9 Evidence of Subcontracting .....	11
2.10 Provision for Other Agencies.....	12
2.11 Responsibilities of the Offeror.....	12
2.12 Formation of Agreement/Contract with Successful Offeror.....	12
2.13 Affidavits, Certifications and Affirmations .....	12
2.14 Lobbying.....	12
<b>SECTION III: SCOPE AND REQUIREMENTS</b>	
3.1 Background.....	14
3.2 Scope of Work .....	14
3.3 BURA Responsibilities .....	18
3.4 Delivery Schedule/Implementation .....	18
3.5 Insurance Requirements.....	19
3.7 Exceptions.....	19

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

**TABLE OF CONTENTS - CONTINUED**

	<b><u>PAGE NO.</u></b>
<b>SECTION IV: PROPOSAL SUBMITTALS</b>	
4.1	Format Outline .....21
4.2	Format Description .....21
<b>SECTION V: EVALUATION AND SELECTION PROCESS</b>	
5.1	Selection Process .....25
5.2	Evaluation and Selection Committee.....25
5.3	Qualifying Proposals.....25
5.4	Evaluation Criteria .....25
5.5	Final Benchmarking and Selection .....27
5.6	Proposals Property of the BURA.....27
<b>SECTION VI: APPENDICES</b>	
	Appendix A-1: Vendors Oath and Certification .....29
	Appendix A-2: Certification of Assurance of Compliance Regarding Fair Labor Standards Act.....30
	Appendix A-3: Statement of Ownership and Bidder Qualification Affidavit .....31
	Appendix B: General Terms and Conditions.....34
	Appendix C: Summary of Permitted Contacts Under New York State Lobbying Act .....38
	Appendix C-1: BURA Record of Contact Under State Finance Law §139-k(4) .....41
<b>SECTION VII: ATTACHMENTS</b>	
	Attachment A: Minority Business Enterprise Utilization Plan.....44
	Attachment B: Cost Proposal Template.....45
	Attachment C: Conflict of Interest Disclosure.....46

**SECTION I**

**INTRODUCTION**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

**SECTION I: INTRODUCTION**

**1.1 SUMMARY STATEMENT**

*The City of Buffalo Urban Renewal Agency hereinafter referred to as the “BURA” is a public benefit corporation created in part to eliminate or prevent the spread of deterioration through residential rehabilitation and to act in the public interest on behalf of the citizens of the City of Buffalo. The BURA manages the City of Buffalo’s Housing Rehabilitation Loan Program and seeks a professional qualified organization to manage and provide program delivery services for the City of Buffalo Housing Rehabilitation Loan Program.*

**1.2 PROPOSAL CLOSING DATE**

Sealed submittals (one original and two unbound, single-sided copies - clipped or in three ring binders) must be received and time stamped by the BURA no later than

**Tuesday, March 29, 2010 at 4:30 p.m. (EST)**

The submittals must be sealed, and the outside envelope must be clearly marked **"RFP No. 2009-R."**

Packages must be submitted to:

Office of Strategic Planning  
**Attention: Ms. Yvonne McCray, Director of Housing**  
Room 315 City Hall  
Buffalo, N.Y. 14202

**Late proposals will not be considered.**

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the BURA. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted. **Faxed or electronic submissions will not be accepted.**

***Note – All proposals accepted in response to the First Release of this RFP issued on December 18, 2009 will be considered to be valid responses to this RFP and shall be considered for funding along with all proposals submitted under this Second Release.***

**NOTICE OF INTENT TO RESPOND TO THIS RFP**

An organization interested in responding to this RFP is required to submit a brief letter to BURA that expresses the respondent’s intention to submit a package for consideration. The letter must be addressed to Ms. Yvonne McCray at the address cited above and must

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

include the name of the authorized contact person for the organization, the full legal name, address and phone and fax numbers of the organization, and email address of the contact person. *The letter must be received and time stamped by BURA no later than **Friday, March 5, 2010, 4:30 p.m.***

**1.3 QUESTIONS AND INQUIRIES**

Questions and inquiries must be submitted in writing no later than **March 12, 2010** to:

Ms. Yvonne McCray, Director of Housing  
City of Buffalo Office of Strategic Planning  
Room 315 City Hall  
Buffalo, N.Y. 14204  
Fax Number: (716) 851-5016

Written questions may be sent via email directly to Ms. McCray at [ymccray@buffalo.com](mailto:ymccray@buffalo.com). Written answers will be sent to all vendors listed by the BURA as receiving a copy of this Request for Proposals (RFP). No questions will be accepted by phone inquiries.

**1.4 PROPOSAL ACCEPTANCE**

The BURA reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Furthermore, the BURA reserves the right to make a whole award, partial award, or no award at all.

**1.5 TERM OF CONTRACT**

The term of the contract will be for a period of one year from the date the contract is executed and will include underwriting and application processing for the emergency and rehabilitation loan programs, including the Target Streets, 50/50, NYS AHC, Lead Hazard Reduction, CDBG-R, Block by Block and other owner occupied housing rehab programs developed by the Office of Strategic Planning. The BURA shall have the unilateral option to renew or extend the period of the contract for a maximum of two (2) additional one-year terms.

**1.6 DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 60 calendar days following the closing date for this Request for Proposals. This period may be extended by mutual written agreement between the Offeror and the BURA.

**1.7**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

**NOTICE TO OFFERORS**

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of the solicitation and specifications, as well as the regulations found at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), and 24 CFR Part 35 (Lead Based Paint Hazard Reduction) governing those federal programs. Failure to do so will **not** relieve the Offeror of responsibility to perform fully in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

**1.8 SCHEDULE OF KEY ACTION DATES**

<b>DATE</b>	<b>EVENT</b>
<b>02/19/2010</b>	Release Request for Proposals
<b>02/19/2010 – 03/12/2010</b>	Review RFP and submit questions to OSP
<b>03/05/2010, 4:30 PM</b>	Notice of Intent to Respond due to OSP
<b>03/29/2010</b>	RFP response due to OSP
<b>03/30/2010 – 04/02/2010</b>	Submissions evaluated by selection committee
<b>04/12/2010 – 04/16/2010</b>	Negotiations of the final work plan and benchmarks
<b>04/27/2010</b>	Recommendations to BURA for approval
<b>04/27/2010</b>	Upon BURA approval, submission of paperwork to the Buffalo Fiscal Stability Authority (BFSA)
<b>05/03/2010</b>	OSP staff will meet with selected groups to sign contract paperwork. No contracts will be executed without the prior approval of the BURA and the BFSA
<b>06/01/2010</b>	Anticipated start-up date of the contract

**1.9 OBTAINING A COPY OF THE RFP:**

*To obtain a copy of the RFP, organizations can visit our website at: <http://www.city-buffalo.com/Home> or contact the Office of Strategic Planning at 842-6923 or pick-up a copy in Room 920 or Room 315 City Hall. Any addenda issued for this RFP will be published at the above-referenced website and will be provided to all groups that have submitted a Notice of Intent to Respond letter to OSP.*

**SECTION II**

**GENERAL INFORMATION**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

**SECTION II: GENERAL INFORMATION**

**2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES**

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the requirements of this RFP. The BURA will not be responsible for any costs incurred by any Offeror in preparing and submitting a response to this solicitation.

**2.2 ADDENDA TO THE REQUEST FOR PROPOSALS**

If it becomes necessary to revise any part of this RFP, addenda will be provided to all firms listed by the BURA as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued shall be required from all Offerors responding to this RFP and in the form required by the solicitation documents.

**2.3 ORAL PRESENTATIONS**

The BURA reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from the BURA's Evaluation and Selection Committee, and/or clarify their submittal.

**2.4 CONFIDENTIALITY/PROPRIETARY INFORMATION**

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the BURA in accordance with the New York Freedom of Information Act, New York State Public Officers Law Sec. 81et seq. New York State Annotated Code. Offerors must clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

**2.5 ALLOWANCE OF IN-HOUSE WORK**

No section or portion of this RFP or the Contract shall be construed or interpreted to preclude the BURA from accomplishing any task or undertaking of any operation or project utilizing its own work force.

**2.6 WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn upon written request from the Offeror at the address shown in the solicitation prior to the time of closing. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after time fixed for closing of the proposals.

**2.7 MINORITY BUSINESS ENTERPRISE PARTICIPATION**

It is the policy of the BURA, that all local Minority Business Enterprises (MBE's) be encouraged to submit proposals. The BURA continues to ensure that all locally owned MBE's are afforded the maximum opportunity to participate as Offerors or Sub-Offerors in the provision of goods and services for the BURA. The BURA encourages the award of at least thirty percent (30%) of the total dollar value of this project directly or indirectly to MBE's.

**2.8 SUBCONTRACTING**

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Offeror, must receive approval of the Vice-Chairman prior to any such undertaking. In the event the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. Subcontractors shall conform, in all respects to the provisions specified for the Offeror. The Offeror shall, however, remain fully liable and responsible for the work done by their subcontractors. The BURA may terminate the Contract if the subcontracting is done without the Vice-Chairman's prior approval.

**CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMAN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS:**

BURA, per HUD Regulations Section **85.36(e)** requires the prime contractor (the Offeror) to take affirmative steps to select such small and minority firms, women's business enterprise and labor surplus area firms as subcontractors.

1. The grantee (BURA) and subgrantee (CBO) will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

2. Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2) (i) through (v) of this section.

**2.9 EVIDENCE OF SUBCONTRACTING**

The selected Offeror is required to submit to the BURA copies of executed subcontracts as a condition of the BURA executing the Contract with the Offeror. Copies of executed subcontracts are not required with the proposal; however, intent to subcontract must be disclosed within the proposal.

The Offeror further agrees that (i) in the hiring of any contractor, subcontractor, or a person acting on the behalf of the contractor or subcontractor, preference shall first be given to qualified local contractors who have resided in the City of Buffalo for at least six (6) consecutive months immediately prior to the commencement of their employment for the performance of the work and (ii) any contractor or subcontractor will work towards ensuring a minimum residency goal of 25% of the workforce to include qualified residents from the City of Buffalo.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

**2.10 PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the offeror, the offeror agrees when submitting their proposal that they will make available to all City agencies and departments, and other City authorities, the resulting Contract in accordance with its terms and conditions, should any said department or agency wish to contract for similar services under this proposal.

**2.11 RESPONSIBILITIES OF THE OFFEROR**

The Offeror shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Offeror will perform services with the degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature. Neither the BURA's review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Offeror shall be and remain liable to the BURA in accordance with applicable law for all damages to the BURA caused by the Offeror's negligent performance of any of the services furnished under the contract. The rights of the BURA provided for under the contract are in addition to any rights and remedies provided by law.

**2.12 FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL OFFEROR**

The Contract to be negotiated as a result of this RFP (the "Contract") shall be by and between the Offeror as Offeror and the BURA, and shall contain provisions included in this RFP. By submitting a proposal in response to the RFP, the Offeror accepts the terms and conditions set forth herein.

**2.13 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS**

Offerors are required to submit with their proposal certain certifications, affirmations and affidavits. These forms, which should be completed by all Offerors, are included as Appendix A of this RFP.

**2.14 LOBBYING**

All Bidders are required to execute an Affirmation of Understanding and Agreement that the Bidder will comply with the procedures and restrictions under the **New York State Lobbying Act** (Act), including but not limited to permitted contacts during the bidding and award process. Bidders must also execute a disclosure regarding any prior findings that the Bidder violated the Act.

**SECTION III**

**SCOPE AND REQUIREMENTS**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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### **SECTION III: SCOPE AND REQUIREMENTS**

#### **3.1 BACKGROUND**

The City of Buffalo's Housing Rehabilitation Loan Program, funded by the U.S. Dept. of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Programs, includes coordinated activities to be implemented with approximately \$3,500,000 in CDBG, HOME, New York State Affordable Housing Corporation, CDBG-R, federal Neighborhood Stimulus, Lead Hazard Reduction and other supplemental funds, private resources, and in-kind services. One of the several activities to be undertaken as part of the Program is a targeted housing rehabilitation program for low and moderate income homeowners. The goal of the program is to rehabilitate one-to four family owner-occupied residences within designated target areas to ensure compliance with local housing codes and federal lead based paint remediation standards; to provide for the repair of emergency conditions as allowed under City of Buffalo Program guidelines; and to provide assistance to owner-occupants through other programs as may be developed by the City of Buffalo Office of Strategic Planning. The Scope of Work incorporates the processing new applications to be submitted by local community based organizations as allowed by the BURA following execution of a contract for this RFP. It is anticipated that a minimum of 200 new applications will be submitted for review. The number of applications to be processed under this RFP may change based on the availability of program and administrative funds.

The projections for the volume of work are based upon previous program service levels and current circumstances, including but not limited to market conditions, fund availability and the City of Buffalo's independent determination of community needs. The City of Buffalo/BURA cannot and will not guarantee that the volume of work to be performed under this RFP will remain consistent with those previous levels.

BURA reserves the right to award one or more contracts under this RFP

#### **3.2 SCOPE OF WORK**

##### **Principal Goals and Tasks –**

The Program Administrator will perform the following tasks in implementing the housing rehabilitation program, including, but not limited to the following activities:

1. confirming the income eligibility of applicant and tenant households as determined by community based partners and recertification of eligibility prior to closing as needed. The Program Administrator will use the 24 CFR Part 5 definition of income in determining eligibility, supplemented by the City of Buffalo Office of Strategic Planning Housing Program Policies and Procedures. The Program Administrator's representative

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

will meet with the housing specialist from each participating community based organization (CBO) on a weekly basis to accept fully documented applications for assistance. Incomplete applications will not be accepted. Each CBO will be assigned an appointment time for submission of applications to the Program Administrator's staff. A final determination of eligibility will be made within one week of submission and the owner will be notified that he/she has been accepted into the program. **The Program Administrator will make every possible effort to ensure that applications for emergency assistance for all qualifying conditions other than roof repair are processed in a timely manner. Specifically, no longer than two weeks should elapse between the acceptance of the application from the CBO and the issuance of the Notice to Proceed to the contractor.**

2. conducting the initial inspection of applicant's property,
3. preparing the work write-ups and rehabilitation specifications, including any necessary lead based paint hazard reduction work required. Specifications will be prepared using software approved by BURA, such as Housing Developer Pro, and will include estimates of material quantities needed for each component item, as appropriate (square footage, square yardage, linear feet, etc.)
4. developing the line item cost estimates for work required and providing a determination of feasibility within 30 days of the initial inspection
5. providing for lead based paint visual assessments, or risk assessments, as needed, and ensuring resident notification as required by the regulations.
6. working with CBOs to assist homeowners in securing estimates from contractors
7. bid evaluation and contractor selection support, including ensuring acceptable contractor training and certification for lead based paint hazard reduction work, as needed; to provide for the clear separation of duties, bids will not be reviewed by the same construction analyst who prepared the specifications
8. preparation and submission of funding encumbrance packages and completing layering reviews as needed
9. submission of reports providing names, address, beneficiary data and income eligibility of each participant for use in grant reporting and approval of loan issuance
10. preparing standard loan closing documents, as provided by the City of Buffalo Office of Strategic Planning or BURA, and conducting loan closings.
11. conducting pre-construction meetings with the contractor and the owner to review work specifications and scheduling issues. The Program Administrator will ensure that a lead based paint hazard reduction standards monitor is available to address safe work practices and interim controls requirements as needed.
12. providing for owner/tenant relocation as needed during lead based paint hazard reduction work

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

13. conducting interim and final inspections in accordance with City Codes and HUD regulations; to ensure impartiality in the review of contractor work, the construction analyst who conducts the job inspections for any single property will not be the same individual who prepared the specs or reviewed the contractor bids for that property
14. assisting the City in preparing and processing contractor payment requests; each initial payment request will include a copy of any and all permits required for the job
15. preparing performance reports on no less than a quarterly basis, which tracks the progress of applications and ensures proper file maintenance
16. participating in HUD review meetings
17. working with OSP Community Partners and local Community Based Organizations to provide assistance to eligible owners

**Service Areas –**

The Program Administrator will provide the services and tasks outlined above within the corporate boundaries of the City of Buffalo.

**Staffing Resources –**

The Program shall be implemented by the Program Administrator utilizing sufficient staff to ensure the provision of assistance to owners in a timely manner. At minimum, the Program Administrator will employ a Program Manager, Loan Specialists/Underwriters, and Construction Analysts/Rehab Specialists trained and qualified to deliver the Program in compliance with applicable federal laws and regulations. A Staffing Plan must be provided as part of this RFP. Notwithstanding the positions listed in the Plan, the Program Administrator will evaluate the staffing needs of the Program to ensure adequate staffing levels to meet Program Delivery needs.

**Output –**

During the term of this Agreement, the Program Administrator will -

1. Assist in the processing and close out of approximately 80 outstanding applications for emergency repairs and rehabilitation assistance in the OSP active loan inventory.
2. Facilitate the processing of additional applications submitted after execution of this contract. Not all applications will result in loan closings and rehab completions.
3. Complete processing and/or close out a minimum aggregate total of 500 applications within the full two year term of the Agreement including a minimum of 350 loans closed.
4. Ensure the timely completion of rehab and lead remediation work in units and structures assisted through the City of Buffalo Lead Hazard Reduction Program (LHRP) in compliance with all LHRP program requirements.

**Training –**

The Program Administrator will ensure that staff assigned to deliver the Program are trained, or receive training, appropriate to the position, including, but not limited to, training in the determination of income eligibility for the CDBG and HOME programs; NYS housing code

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

---

standards, as needed; enforcement of rehab standards and acceptable work practices for the remediation of lead based paint hazards; the use of work specification writing software; and other training as suitable to provide for the efficient and professional administration and delivery of the Program.

The Program Manager and each Construction Analyst assigned to the program shall have completed a minimum of three courses leading to certification as a NYS Code Enforcement officer. Each Construction Analyst assigned to assess lead hazards or to monitor lead hazard reduction activities must also successfully complete, at a minimum, one of the following courses

-

- A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225;
- A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225;
- The Lead-Based Paint Maintenance Training Program, "Work Smart, Work Wet, and Work Clean to Work Lead Safe," prepared by the National Environmental Training Association for EPA and HUD;
- The Remodeler's and Renovator's Lead-Based Paint Training Program, prepared by HUD and the National Association of the Remodeling Industry

**Reporting –**

The Program Administrator will provide a monthly report, in spreadsheet format, listing the status of all loans accepted and in process. This report will quantify the number of properties at each stage of processing and identify any major problems preventing continued processing. The report will provide sufficient information to support billable fees as identified in Program Budget.

**Fee Schedule –**

For the performance of tasks and assignments, the Program Administrator will be paid according to the Fee Structure identified in the Program Budget. The activities associated with a typical housing rehabilitation project should be divided into approximately nine manageable components and a detailed description of the tasks to be performed for each component should be provided.

A fixed fee will be paid for completion of each of the component for each rehabilitation loan, or application.

The Fee Structure addresses the fact that some loan applications that may be transferred to the Program Administrator have already completed some phases of the process. Consequently, BURA may not have to pay for the processing and administration of the completed phases for those applications. The Program Administrator will be paid only for those phases of the Program that are not yet complete or that need to be re-done, for any reason.

Fees paid for lead paint related analysis or clearance may be paid through a fourth party contract.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**3.3 BURA RESPONSIBILITIES**

For the purpose of this RFP, the Offeror shall bid the job based on the provided Scope of Work. The BURA reserves the right through contract negotiations to utilize its own workforce to accomplish any task or undertake any operation of the project. Such tasks may include confirming ownership through assessment records, confirming tax and water bill currency, assisting with, or facilitating historic preservation board, conflict of interest, and environmental clearance reviews, and checking previous assistance provided and repayment currency.

**3.4 DELIVERY SCHEDULE/IMPLEMENTATION**

**The delivery schedule should be submitted as part of the response to this RFP, however respondents should plan on completion of work for all applications accepted under this RFP by **May 31, 2011** or twelve months from the date of contract execution.** Completion of work includes lead based paint clearance, final inspection, and owner-release of applications accepted for processing under the contract.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**3.5 INSURANCE REQUIREMENTS**

The Offeror shall have in force and shall maintain, at its own expense, insurance in not less than the following amounts during the performance of service called for under the Contract.

The Offeror must, prior to the contract execution, and for each extension of the contract, furnish to BURA certificates of insurance as evidence of such coverage stated below. In addition, *the City of Buffalo and the Buffalo Urban Renewal Agency must be covered as additional insureds on the policy; and the certificate holder must be the City of Buffalo and the Buffalo Urban Renewal Agency, 214 City Hall, Buffalo, NY.*

1. Workmen's Compensation and Disability Insurance - covering the Offeror's employees as required by New York State Law.
2. Comprehensive Bodily Injury and Property Damage Liability Insurance - Excluding automobiles owned or hired by the Offeror loaned to the Offeror by the BURA, with limits as follows:
  - a. General Aggregate  
(Other than Products-Completed Operations) \$2,000,000  
*BURA to be named as additional named insured*
  - b. Products-Completed Operations Aggregate Limit \$1,000,000
  - c. Personal & Advertising Injury Limit \$1,000,000
  - d. Each Occurrence Limit \$1,000,000
3. Comprehensive Automobile Liability Insurance - Combined single limit of \$1,000,000 covering bodily injury and property damage.
4. Professional Liability/Errors and Omissions - \$1,000,000 per occurrence.

The Offeror shall, prior to Contract execution, and for each extension of the contract, furnish to the BURA certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the BURA be notified by the insurer at least thirty (30) days prior to cancellation or material change of any such coverage.

The certificates of insurance should to sent to:

Ms. Yvonne McCray, Director of Housing  
City of Buffalo - Office of Strategic Planning  
Room 315 City Hall  
Buffalo, New York  
(RFP No.2009-R)

**3.6 EXCEPTIONS**

Offerors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Contract. Exceptions may be considered only if they are submitted with the proposal submittal.

**SECTION IV**

**PROPOSAL SUBMITTALS**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**SECTION IV: PROPOSAL SUBMITTALS**

**4.1 FORMAT OUTLINE**

Each proposal shall have the following sections prominently displayed:

1. Transmittal Letter
2. Title
3. Table of Contents
4. Sections I through VI
5. Appendices
6. Attachments

**4.2 FORMAT DESCRIPTION**

Each proposal shall conform to the following order and format.

- 4.2.1 **Transmittal Letter**: The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.
- 4.2.2 **Title Page**: Each proposal shall begin with a Title Page. It should display the words "RFP No. 2009-R. It should also have the name of the company, and name, title, business address and telephone number of the person authorized to obligate the company.
- 4.2.3 **Table of Contents**: The proposal should contain a "TABLE OF CONTENTS" with page numbers indicated.
- 4.2.4 **Section I – Proposal – Implementation and Experience**: The Offeror shall present on double spaced typed pages their offer. Offeror must address each of the areas covered under the evaluation criteria in the order as provided below:
  - 1) Understanding of the assignment and approach to the project (including project organization chart and time line, familiarity with HUD regulations)
  - 2) Qualifications and experience of firm
  - 3) Staffing Plan including qualifications and experience of staff to be assigned (including job/position descriptions, resumes and listing of current work assignments)
  - 4) Program budget and fee schedule as described in the Scope of Services
  - 5) Offeror's capacity and experience undertaking projects of similar type and complexity
  - 6) Offeror's capacity and experience undertaking projects subject to regulations of the U.S. Department of Housing and Urban Development
  - 7) Location of firm
  - 8) Minority Business Participation

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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4.2.5 **Section II – Reporting and Compliance:** The Offeror should provide a description of the system and standard reports which will be used to ensure compliance with federal regulations concerning income qualifications, lead-based paint abatement, construction/rehabilitation monitoring and for obtaining homeowner clearance.

4.2.6 **Section III - Minority Business Enterprise Participation:** The Offeror should provide a description of proposed affirmative efforts to encourage the participation of small, minority and women owned businesses in program administration and/or delivery of rehab services. Any past, current and planned efforts for outreach and technical assistance to such firms may be referenced. (See Section 2.7 and 2.8 and Attachment A – MBE Utilization Plan)

The Offeror may demonstrate MBE participation by:

1. Providing a copy of its current MBE certification letter.
2. Requesting and obtaining MBE status prior to the closing date of this RFP. Firms currently certified with the Empire State Development Corporation (ESDC) shall request ESDC to make a determination of their MBE status.
3. Completing the MBE Utilization Plan and identifying planned subcontracting with one or more MBEs. (see Attachment #A). This section applies to non-MBE Offerors.
4. Submitting a joint venture agreement between a non-MBE firm and an MBE firm, where the Offeror is a purported joint venture arrangement. The agreement shall detail the partner's capital contribution, financial and management responsibilities, percentage of profit sharing as well as amount of work performed by each firm.

4.2.7 **Section IV - Exceptions or Restrictions:** Should the Offeror take exception to any provision or requirement of this RFP, it must be indicated in this section.

4.2.8 **Section V - List of References:** List the names of at least 2 clients for whom you have performed similar services. List the contact individuals, addresses, phone numbers, length of time of contract relationship and services provided.

4.2.8 **Section VI - Audited Annual Financial Report:** The offeror shall provide the most recent audited annual financial report and, if applicable, the most recent audit prepared in accordance with the Office of Management and Budget's Circular A-133.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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4.2.9 **Appendices: Affidavits, Certifications, and Affirmation:** The Offeror is required to submit with the proposal certain certifications, affirmations and affidavits. These forms must be completed by all Offerors. (See Appendices)

4.2.10 **Attachments**

Attachment A: Minority Business Enterprise Utilization Plan

Attachment B: Cost Proposal Template

Attachment C: Conflict of Interest Disclosure

**SECTION V**

**EVALUATION AND SELECTION**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**SECTION V: EVALUATION AND SELECTION PROCESS**

**5.1 SELECTION PROCESS**

A Contract will be awarded to the firm(s) whose Proposal best meets with the BURA's requirements at the time of award, and whose fee structure is in the best interest of the BURA.

**5.2 EVALUATION AND SELECTION COMMITTEE**

An Evaluation and Selection Committee will evaluate all proposals received by the closing deadline based on the selection criteria. Applicants may be selected for interviews with the Evaluation and Selection Committee. The Committee may request additional technical assistance from any source within the BURA.

**5.3 QUALIFYING PROPOSALS**

The Committee shall first review each Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Proposal. The BURA reserves the right to waive a requirement and/or minor irregularities when it is in the BURA's best interest to do so. **Proposals will not be opened publicly. Categories noted with an asterisk (\*) MUST be met as an initial threshold for further consideration of an applicants proposal. The BURA, in its sole discretion, will determine if the basic threshold has been met.**

**5.4 EVALUATION CRITERIA:** After determining compliance with the requirements of this RFP, the Committee shall conduct its evaluation of the submitted Proposals. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. Proposals will be evaluated based upon the following:

**Application Package Submission**

---

The Offeror will receive a pass/fail rating based upon a **complete application package**. All required documents must be submitted as part of the package and are presented in an accepted manner (original and two copies – clipped or three ring binders).

**Section I – Proposal – Implementation\***

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The Offeror will receive a pass/fail rating based upon the responses provided to support the agency's **organizational capacity** to provide program and services, including experience and qualifications of staff to be assigned

**Section I – Proposal - Program Budget and Fee Schedule\***

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The Offeror will receive a pass/fail rating based upon the response provided regarding an acceptable **fee schedule** and delineation of tasks, including

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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potential collaborations with other agents qualified to deliver individual components.

**Section I – Proposal – Experience\***

The Offeror will receive a pass/fail rating based upon the responses provided to support the Offeror’s **relevant experience**, prior performance in the delivery of housing rehab services of a similar type and complexity, capacity of the organization and readiness to proceed with the program delivery.

**Section II – Reporting and Compliance**

The Offeror will receive a pass/fail rating based upon the responses provided to document the Offeror’s ability to provide **standard reports** and **ensure compliance** with federal regulations in the delivery of the rehab program.

**Section III – Minority Business Enterprise Participation**

The Offeror will receive a pass/fail rating based upon the responses addressing the Offeror’s affirmative efforts to encourage the **participation of small, minority and women owned businesses** in program administration and delivery of rehab services. All past, current and planned efforts for outreach and technical assistance to such firms will be considered.

**Section IV – Exceptions or Restrictions**

The Offeror will receive a pass/fail rating based upon any noted **Exceptions or Restrictions** detailed in the Proposal

**Section V – List of References**

The Offeror will receive a pass/fail rating based upon the **references** provided confirming the administration and delivery of housing rehab services in conjunction with other clients of a scale and complexity similar to that referenced in this RFP.

**Section VI – Audited Annual Financial Report\***

The Offeror will receive a pass/fail rating upon review of the agency’s **fiscal, legal and administrative abilities**. This information is necessary in order to ensure effective service delivery, sound fiscal management and adequate board and supervisory management.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**5.5 FINAL BENCHMARKING AND SELECTION**

Evaluation criteria contained herein shall be scored by the Evaluation and Selection Committee based upon the stated standard for each category. The Evaluation and Selection Committee will then make recommendations to the Vice-Chairman of the BURA for award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the BURA considering rating and cost factors set forth in the RFP. Based on the Selection Committee's initial review of proposals, the BURA may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The BURA reserves the right to make an award with or without negotiations or to request best and final offers. Only those Offerors who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process. During the final benchmarking and selection process, BURA may recommend adjustments to contract budgets and will allow responses to those recommendations.

**5.6 PROPOSALS PROPERTY OF THE BURA**

All proposals submitted in response to this Request for Proposals become the property of the BURA and may be appended to any formal documentation, which would further define or expand the contractual relationship between the BURA and the successful Offeror.

**SECTION VI**

**APPENDICES**

**APPENDIX A-1**  
**VENDORS OATH AND CERTIFICATION**

The BURA requests as a matter of law that any consultant receiving a contract or award from the BURA, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the BURA whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the appointed governing body of the BURA, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract.

Handwritten Signature of Authorized Principal(s):

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

Title: \_\_\_\_\_

**APPENDIX A-2**  
**CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING**  
**FAIR LABOR STANDARDS ACT**

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective consultants receiving a contract or award from the BURA. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

**Certification of Bidder**

I (We) hereby certify that our firm, as producer of the goods to be purchased by the BURA, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

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

Title: \_\_\_\_\_

Name of Firm/Partnership/Corporation:

\_\_\_\_\_

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

**APPENDIX A-3**  
**STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT**

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from the BURA.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe.

**NOTE:** Submission of completed document is prerequisite to award.

**PART "A" – OWNERSHIP**

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1. Full name and address of business:

\_\_\_\_\_

City and State \_\_\_\_\_ Zip \_\_\_\_\_

Bus. Phone w/area code \_\_\_\_\_

2. Is the business incorporated?     yes             no

3. Other names used by business i.e., T/A

\_\_\_\_\_

**Non-Corporate Business**

If response to Item #2 above is "No", list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

Name	Business Address	Residence Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Corporate Business Entities**

Is the corporation listed on a National Securities Exchange?     yes             no

List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name and Office	Business Address	Residence Address	Date Office Assumed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**APPENDIX A-3**  
**STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT – page 2**

4. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Business/Address	Date Office Assumed	Date Term of Office Expires
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the names and residence addresses of all individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name	Residence Address
_____	_____
_____	_____
_____	_____

This Financial Disclosure Statement has been prepared by \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Preparer

**APPENDIX A-3**  
**STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT – page 3**

**PART "B" - AFFIDAVIT (BIDDER'S QUALIFICATION STATEMENT)**

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
a party interested in obtaining a contract with BURA under conditions set forth in documents for RFP No. 2009 – R..
  
2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of New York, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
  
3. I have been authorized to make this statement on behalf of the aforementioned party.

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

**ACKNOWLEDGMENT (Corporate)**

I, (Print Name) \_\_\_\_\_ certify that I am the  
(Print Title) \_\_\_\_\_ of (Business Name) \_\_\_\_\_  
and that (Print Name) \_\_\_\_\_ who signed the  
above Affidavit is (Print Title) \_\_\_\_\_ of said  
entity; that I know his/her signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury, I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
(Name Printed) (SEAL)

\_\_\_\_\_  
(Signature) (SEAL)

\_\_\_\_\_  
Corporate Seal (as applicable) (SEAL)

**GENERAL TERMS AND CONDITIONS**

The following standard General Terms and Conditions of Contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. The extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. The BURA shall notify the Offeror as soon as knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. All work to be performed pursuant to the Contract shall comply with all applicable HUD regulations
3. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of the City of Buffalo, Erie County and the State of New York.
4. **CONTINGENCY FEE PROHIBITION:** The Offeror hereby represents they have not retained anyone to solicit or secure this contract from the BURA upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
5. **BURA HELD HARMLESS:** It is agreed that the Offeror shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Offeror's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the Offeror hereby agrees to indemnify defend and hold the BURA harmless from any loss, cost damages, and other expenses suffered or incurred by the BURA solely by reason of the Offeror's negligence or failure to perform any of the said obligations. The Offeror shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
6. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator.

- 7. TERMINATION FOR DEFAULT:** If the Offeror fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, the BURA may terminate the contract by written notice to the Offeror. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Offeror shall at the BURA's option become the BURA's property. The BURA shall pay the Offeror fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Offeror's breach. If the damages are more than the compensation payable to the Offeror, the Offeror will remain liable after termination, and the BURA can affirmatively collect damages or deduct from monies due the Offeror on this or other BURA contracts. Damages may include excess re-procurement costs.
- 8. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the BURA with 30 days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever the Vice-Chairman shall determine that such termination is in the best interest of the BURA. The BURA will pay all reasonable costs associated with this contract that the Offeror has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Offeror shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- 9. ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on the successor and assigns of the consultant. It is mutually understood and agreed that the Offeror shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest herein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Vice-Chairman, but in no case shall such consent relieve the consultant from the obligations, or change the terms, of the contract.
- 10. NON-DISCRIMINATION:** A consultant who is the recipient of BURA funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the BURA. Offeror agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Offeror further agrees that this article will be incorporated by consultant in all contracts entered into with suppliers of materials or services; and consultants and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract. Offeror and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 11. EMPLOYMENT OF BURA PERSONNEL:** The Offeror may not engage, on a full-time, part-time or other basis, during the period of the contract, any professional or technical personnel in the employ of the BURA.
- 12. CONTRACT RENEGOTIATION:** During the initial term of the Contract or any applicable extension period, the BURA reserves the right to renegotiate any aspect of the contract, including terms, price, and quality. Further, the BURA encourages the Offeror to submit value change proposals in order that the BURA may avail itself of technological advances or cost economies in the subject of the Contract, as they may occur during the initial Contract term or extension periods.
- 13. RELEASE OF INFORMATION:** During the term of the Contract, the Offeror may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the BURA, the account, or performance of services under the Contract, without prior written consent of the BURA; and the Offeror shall indemnify and hold harmless the BURA, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the BURA, the account, or the Contract by the Offeror or its agents or employees.
- 14. ARREARAGES:** By submitting a response to this solicitation an offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the BURA, City of Buffalo, Eire County and the State of New York, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
- 18. TAX EXEMPTIONS:** The BURA is exempt from the following taxes: (Will be provided to the selected Offeror).
- 19. CONTRACT ALTERATIONS:** No alterations or variables in the terms of a contract shall be valid or binding upon the BURA unless made in writing and signed by the Vice-Chairman or his authorized agent.
- 20. DEFAULT REMEDIES:** The contract may be canceled or annulled by the Vice-Chairman or his designee in whole or in part by written notice of default to the Offeror for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a BURA contract, or failure to make timely

replacement or correction of rejected articles or services. In the event of partial termination for default, the Offeror shall continue the performance of the Contract to the extent not terminated.

In the event of default by the Offeror, the BURA may reprocure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Offeror is obligated to the BURA for any excess reprocurement costs incurred by the BURA as a result of the Offeror's default. Excess reprocurement costs shall be defined as the difference between the defaulting Offeror's Contract price and the price paid by the BURA for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the BURA in making the reprocurement.

The Offeror agrees by submitting a proposal that such excess reprocurement costs may be recovered by the BURA by: 1) deduction of such amount from monies owed the Offeror on this or any other Contract(s) the Offeror may have with the BURA, 2) by recourse to the Offeror's surety, 3) by direct payment by the Offeror to the BURA or 4) legal action against the Offeror.

**21. DELINQUENT TAX SETOFFS:** In the event that the Offeror owes money to the BURA as a result of the entry of judgment, debt arising out of a Contract, default as surety to the BURA, delinquent taxes to the City of Buffalo or assessments or for any other debt or liquidated damages, the BURA may withhold and set-off such sums owed to the BURA from payments owed to the Offeror by virtue of this or other contracts.

**22. GENERAL GUARANTY:**

Offeror agrees to:

- a. Save the BURA, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Offeror is not the patentee, assignee, licensee or owner.
- b. Protect the BURA against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other consultants, for which he or his workmen is responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the BURA, City of Buffalo, Eire County and New York State.

- 23. CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the BURA a statement, under oath that no member of the elected governing body of City of Buffalo, the BURA or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finders fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the BURA, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any Contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Offeror shall be returned to the BURA. . The provisions of the "**Vendor's Oath and Certification**" (Appendix A-1) and the "**Conflict of Interest Disclosure**" (Attachment C) which is attached hereto apply to any Contract entered into by the BURA
- 21. VENDOR QUALIFICATION STATEMENT:** Vendors hereunder are advised that prior to the contract award, a Vendor's Qualification Statement shall be required as pertains to conviction for bribery.

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**APPENDIX C-1**

**Summary of Permitted Contacts Under New York State Lobbying Act**

Pursuant to State Finance Law §§139-j and 139-k, this “Request for Proposal” includes and imposes certain restrictions on communications between the City of Buffalo Urban Renewal Agency and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit offers or “Requests for Proposal” through final award and approval of the Procurement Contract by the City of Buffalo Urban Renewal Agency and, if applicable, the City of Buffalo Department of Administration and Finance (“restricted period”) to other than designated staff or consultants unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff are identified in this Request for Proposals. City of Buffalo Urban Renewal Agency employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to the State Finance Law. Certain findings of non-responsibility can result in rejection of a contract award and in the event of two findings within a 4-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Each bidder that contracts with a governmental entity, and in this case the City of Buffalo Urban Renewal Agency, about a governmental procurement shall only make permissible contacts with respect to the governmental procurement, which shall mean that the bidder shall contact only the persons or persons designated by the City of Buffalo Urban Renewal Agency relative to the procurement, except that the following contacts are permitted:

- (1) submission of written proposals in the response to a request for proposals;
- (2) submission of written questions to a designated contact set forth in a request for proposals, when all written questions and responses are to be disseminated to all bidders who have expressed interest in the request for proposals;
- (3) participation in a conference provided for in a request for proposals;
- (4) complaints by a bidder regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized bidder contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record;
- (5) bidders who have been tentatively awarded a contract and are engaged in communications with a governmental entity staff of the procuring governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;
- (6) contacts between designated governmental entity staff of the procuring governmental entity and a bidder to request the review of a procurement contract award;

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**APPENDIX C-1 - CONTINUED**

page 2

(7) (a) contacts by bidders in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination;

(b) complaints of alleged improper conduct in a governmental procurement to the attorney general, district attorney, or court of competent jurisdiction; or

(c) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office.

**Bidder's Affirmation of Understanding and Agreement pursuant to State Finance Law  
§139-j (3) and §139-j (6) (b)**

Bidder affirms that it understands and agrees to comply with the procedures of the City of Buffalo Urban Renewal Agency relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b) commonly known as the New York State Lobbying Act (Act). A summary of the Act regarding permitted contacts during the bid process is attached.

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

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

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**APPENDIX C-2**

City of Buffalo Urban Renewal Agency Record of Contact  
Under State Finance Law §139-k(4)

Was the person making the Contact informed that the Contact would be documented?

Yes

No

Procurement Record Regarding \_\_\_\_\_

Procurement Contract Number \_\_\_\_\_

From: \_\_\_\_\_  
(Name and title)

Name of Governmental Agency: \_\_\_\_\_

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

**Subject: Record of Contact under State Finance Law §139-k(4)**

I had Contact with the below named individual regarding the above identified procurement. The term "Contact" is defined in State Finance Law §139-k(1)(c). In accordance with State Finance Law §139-k(4), the following information was obtained.

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Place of Principal Employment: \_\_\_\_\_

Occupation: \_\_\_\_\_

Is the above named person or organization the "Bidder" in this governmental procurement?

(Please circle)      yes                  no

If no, was the above named person or organization retained, employed or designated by the "Bidder" to:

- appear before the governmental entity about the governmental procurement?

(Please circle)      yes                  no

- Contact the governmental entity about the governmental procurement?

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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(Please circle)      yes              no
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**SECTION VII**

**ATTACHMENTS**

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**ATTACHMENT A**

**MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN**

(To be submitted with Proposal)

MBE's Name, Address, Phone & Principal	Work to be Performed	MBE Certification	Projected Subcontract Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Percentage MBE Participation \_\_\_\_\_

Name of Prime Offeror \_\_\_\_\_

Name of Principal \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**ATTACHMENT B**  
**COST PROPOSAL**

**1. Hourly Rate, Including Overhead and Profit Schedule for all Individuals Involved (Attach Additional Sheets as Required)**

Individual's Name	Position	Hourly Rate	# Hours

**2. Sub-Contractor Plan**

Firm	Assigned Scope of Work	Cost

**3. Itemized Listing of Reimbursable Expenses**

Expense Category and Description	Item Cost	Total

**4. A firm / not to exceed base price for the services specified in the Scope of Services (does not include item #3, itemized expenses).**

\$ \_\_\_\_\_

**5. Total Project Cost (Items 3 and 4):**

\$ \_\_\_\_\_

**REQUEST FOR PROPOSALS – CITY OF BUFFALO URBAN RENEWAL AGENCY - RFP NO. 2009R  
PROGRAM MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT  
THE CITY OF BUFFALO HOUSING REHABILITATION LOAN PROGRAM**

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**ATTACHMENT C  
Conflict of Interest Disclosure  
To be completed by all Principals of the Offeror**

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The **Offeror** represents that none of its **employees, officers, compensated members, contractors or consultants** are, or for the duration of this agreement will be, employees of the City of Buffalo Urban Renewal Agency (BURA) or City of Buffalo nor are their family members or business relationships employees of BURA or the City of Buffalo nor will their employees, officers, compensated members, contractors or consultants obtain a financial interest either for themselves or those whom they have immediate family or business ties, during their tenure or for one year thereafter.

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The Contractor must formally disclose all potential Conflicts of Interest to the Buffalo Urban Renewal Agency.

**Disclosure: Are you, or are you related to (by blood, marriage, act of law, or business relationship) any person who is an employee of the City of Buffalo, the Buffalo Urban Renewal Agency (BURA), the Municipal Housing Authority (BMHA), Board of Education, Sewer Authority or any other entity funded by Community Development Block Grant (CDBG)?**

YES       NO

If yes, a full disclosure must be forwarded on **official letterhead** to the Buffalo Urban Renewal Agency (BURA). The notice must include:

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

Job Title or Position: \_\_\_\_\_

Disclosure must include:

1. Name of Relation
2. Department
3. Position
4. Relationship

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The **Contractor** acknowledges receipt of this policy and verifies that all appropriate parties have been apprised of their obligation to disclose all potential conflicts of interest.

\_\_\_\_\_  
Board President's Signature

\_\_\_\_\_  
Date