

Troy Community Land Bank Corporation

Request for Professional Services

Dated: April 9, 2019

I. Background Information and Scope of Work

Notice is hereby given that the Troy Community Land Bank Corporation (TCLBC) will receive proposals per specifications from interested and qualified firms for the provision of professional grant program administrative services and to serve as a 'third party administrator' (Contractor).

These requested services primarily relate to programming and administration of \$500,000 grant funding awarded to TCLBC by the Enterprise Community Partners, Inc., (ECP) of funds made available from the NYS Office of Attorney General's Community Reinvestment Initiative IV (CRI IV). The funding period extends from January 01, 2019 through December 31, 2020 (pending final authorization of ECP).

A maximum budget of \$140,000 has been established for the services requested herein.

The role and relationship between the Contractor and the TCLB will be as collaborative partners (Collaboration).

The core objective to obtain these professional services is directly related to requirements of the ECP. The TCLBC also desires to benefit from the experience gained through the collaborative partnership to enable the TCLBC to expand organizational capacity, either solely or as part of a long-term partnership.

Following the award of any contract by the TCLBC Board of Directors, it is anticipated that the Contractor will collaborate with the TCLBC to further refine the scope of services delineated below, in conjunction with the drafting of programmatic scope of work, with the objective to more efficiently coordinate program administration activities, as well as subsequent program requirements including but not limited to timelines, records, deliverables, reporting, etc.

While not part of this Request, the TCLBC may also be seeking similar professional services relating to the programming, administration, and/or expenditure of other TCLBC financial resources which are not directly related to CRI IV funds.

II. INSURANCE REQUIREMENTS

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- A. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
- B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile,
- C. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Land Bank and the NYS Office of the Attorney General shall be named as additional insureds on the policies required by subparagraphs (A and B) above (Albany County Land Bank, 69 State

Street, 8th Floor, Albany, NY 12207 and Enterprise Community Partners, Inc., 70 Corporate Center, 11000 Broken Land Parkway, Suite 700, Columbia, MD 21044). The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work. In addition to the Certificate of Insurance the contractor must provide an accord 855 form to the Land Bank, if requested.

III. INDEMNIFICATION

The successful contractor shall defend, indemnify and save harmless the Land Bank, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

IV. NON-COLLUSIVE CERTIFICATION

By submission of this RFP, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
- (3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

V. MWBE PROMOTION

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Veteran-Owned Business Enterprises (VBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

VI. AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, 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.
3. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
4. Employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

VII. NON-DISCRIMINATION POLICY

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

VIII. PROPOSAL SUBMISSION

Minimum Response Requirements

Any response to this request shall include, at a minimum, the following information:

1. General description of the steps the proposer believes are required to successfully carry out property acquisitions, demolitions, and rehabilitations (e.g. initial property inventory / assessment, prioritization of properties, return on investment analyses, recommendations to the TCLBC, etc.).
2. Qualifications of the management service organization and its employees. In addition, a description of the proposed staff and time each will be dedicated to the TCLBC.
3. Explain and demonstrate how the Scope of Services will be accomplished.
4. Pricing: Identify the proposed total cost for both a one-year and a two-year management services agreement.

Failure to provide the requested information in sufficient detail may result in rejection of the proposal.

Scope of Services:

The TCLBC recognizes that respondents to this RFP will have varied expertise and ability to fully provide all services requested, or to the highest level which might be provided. Respondents shall therefore provide a summary to describe how each requested service would be implemented. The TCLBC anticipates that further refinement of services to be rendered is likely, following the TCLBC's selection of the most responsible and qualified respondent proposal.

- A. Program Administrator: Contractor will ensure progress on all CRI IV funded activities, troubleshoot delays or other challenges, and support the reporting process.
- B. Program Scope of Work: Contractor will develop the scope of work in partnership with the TCLBC staff, update individual budget line item projections, and join all regular check-in calls with the TCLBC Executive Director and the ECP on a monthly basis, which may be adjusted based on progress.
- C. Funding: Contractor will work with the TCLBC staff to secure final funding approvals from the ECP and securing funding disbursements related to CRI IV funds.
- D. Board Support: Contractor will attend all meetings of the TCLBC Board of Directors and provide a monthly report of program administrative progress and challenges. Contractor will also attend Committee meetings, on an as-needed basis. While some administrative support may be required of the Contractor for the coordination of such meetings, the majority of such support is anticipated to be performed by the TCLBC staff, Board of Directors members, volunteers, and/or interns. The Contractor shall collaborate with the TCLBC staff to establish a meeting administration staffing structure.
- E. Financial Record Keeping: Contractor will provide monthly, quarterly and annual financial programmatic record keeping for the Collaboration. The Contractor will have appropriate access to the TCLBC's accounting and bookkeeping records, as needed.
- F. Insurance Record Keeping: Contractor will collaborate with the TCLBC staff to coordinate and maintain property hazard and liability insurance for all properties owned by the TCLBC.
- G. Planning/Policy Assistance: Contractor will provide the TCLBC, in collaboration with the TCLBC staff, with general planning and policy assistance to determine program needs and prioritize the use of resources.
- H. Procurement: Contractor will collaborate with the TCLBC staff and consultants to coordinate procurement actions necessary related to demolition, stabilization, repair and/or renovation contracting.
- I. Grants research and application: Contractor will collaborate with the TCLBC staff to identify potential grants or other funding resources and assist in the preparation of grant/other funding applications and grant/other funding implementation requirements.
- J. Outreach and Technical Assistance: Contractor will provide technical assistance to the TCLBC, home owners, developers and contractors interested in participating in residential improvement programs and financing opportunities. This assistance may take the form of outreach, training sessions, consultations, referrals, to the appropriate agencies or service providers. The Contractor will also collaborate with the TCLBC staff to conduct a community engagement program to facilitate communication, interaction, and involvement between the TCLBC and the community it serves.
- K. Project Development and Program Management: Contractor will collaborate with the TCLBC staff to execute the work plan described in the grant application. Additionally, Contractor will facilitate discussions among property owners, developers, and investors to improve properties in the target areas. Contractor will collaborate with the TCLBC staff to determine and administer the financial assistance provided in accordance with guidelines established by the CRI IV grant.
- L. Construction, Demolition, and Rehabilitation Oversight: Contractor will collaborate with the TCLBC and other related partners to manage, coordinate, and facilitate the construction, demolition, and rehabilitation efforts of the grant on behalf of TCLBC. This may include, but is not limited to working with contractors, engineers and architects, performing inspections of construction / demolition progress, ensuring proper hazardous materials and other related testing is performed, selecting contractors, identifying potential properties for the land bank to acquire, sales/disposition of properties, and other grant requirements.
- M. General Management and Related Work: Contractor will collaborate with the TCLBC staff to

perform general management services.

Contractor will also perform related work not contemplated or enumerated herein on behalf of TCLBC, as there may be additional work unknown to either party during the production of this agreement, but required under the grant.

N. Receipt and payment of funds of the Corporation: Contractor acknowledges that it will not place any funds of or due to the Corporation with its own, and will promptly surrender any receipts to the Corporation so that such funds may be deposited in the Corporation bank account in an authorized depository and under the exclusive control of the duly authorized officer(s) of the Corporation.

M. Website Development and Maintenance: Contractor will collaborate with the TCLBC to undertake website improvements and assist to ensure posted information remains current relative to posting of reports, meeting agenda and minutes, general information, social media information, and other similarly related website elements.

Requests for the Scope of Services are available at the Troy Community Land Bank Corporation, 200 Broadway, Suite 701, Troy, NY 12180. These documents are also available on the TCLBC website, www.troycommunitylandbank.org. Interested parties assume all responsibility to acquire proposal information.

To be considered, proposals must effectively demonstrate they are qualified to perform the work described in the Scope of Services and address each of the items under the "Scope of Services" detailed above. Proposals must be delivered in a sealed opaque envelope. Proposals will be received at the **Troy Community Land Bank Corporation offices AT 200 Broadway, Suite 701, Troy, NY 12180 until 1:00 PM local time on Tuesday April 16, 2019**; at which time proposals will be opened and acknowledged as received.

The Troy Community Land Bank Corporation retains the right to reject any or all proposals and to withdraw this solicitation at any time.