



Mount Vernon, New York

Request for Proposals

Community Development Block Grant Program

HOME Investment Partnerships Program

Emergency Solutions Grant Program

CARES Act Funds

HOME ARP

Program Review and Technical Assistance

Mount Vernon Urban Renewal Agency

December 15, 2021

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Introduction:

The City of Mount Vernon (hereinafter “City”) Urban Renewal Agency is seeking proposals from qualified firms for professional services consisting of program review, the development of written policies and procedures, and technical assistance related to the U. S. Department of Housing and Urban Development Community Development Block Grant Program (CDBG) HOME Investment Partnerships Program (HOME), Emergency Solutions Grant Program (ESG), CARES Act funds, and HOME ARP.

The Urban Renewal Agency administers federal funds that the City receives from the U.S. Department of Housing and Urban Development (HUD) for the following programs: Community Development Block Grant Program (CDBG) HOME Investment Partnerships Program (HOME), Emergency Solutions Grant Program (ESG), CARES Act funds, and HOME ARP.

The primary purpose of the services solicited in this Request for Proposals (RFP) is to assist the Urban Renewal Agency staff in creating efficient systems for long-and-short term compliance and monitoring of funded or contemplated projects. It is expected that any respondent to this RFP will have extensive programmatic experience with HUD programs.

All costs incurred by proposing firms are considered by the City to be marketing costs required in order to select a firm to perform this work, and the City will not reimburse any proposing firm for any costs incurred.

Submission Information:

The RFP Submission Deadline has been extended to: Monday, January 10, 2022.

All proposals must be received by 4:00pm, Monday, January 10, 2022, at the following address:

**Sylvia Bolivar, Deputy Commissioner
Department of Planning and Community Development
1 Roosevelt Square,
Mount Vernon, New York, 10550
Phone: 914-840-4029**

All or part of the scope of work may be awarded to more than one awardee.

Proposals must be submitted in a sealed envelope and shall be labeled “Proposal for Technical Assistance for HUD Programs.” Please submit 2 copies of your proposal with any attachments.

Costs for this project will be paid for with federal dollars that the City of Mount Vernon receives from HUD. Selected consultant will be required to comply with all applicable federal and state equal opportunity, affirmative action and Section 3 requirements as well as all federal requirements associated with CDBG, HOME, ESG, CARES ACT, and HOME ARP funds.

All respondents will be required to certify that they are not on HUD’s list of debarred contractors and are not in default on any obligations due to the State of New York, including but not limited to payment of taxes, fines, penalties, or other monies due.

Scope of Work and Deliverables

The Urban Renewal Agency is seeking a consultant to provide grants compliance and management assistance to support the Agency’s compliance with federal grant program regulations and guidelines for the following programs: (1) Community Development Block Grant Program (CDBG), (2) HOME Investment Partnerships Program (HOME), (3) Emergency Solutions Grant Program (ESG), (4) CARES Act funds, and (5) HOME ARP,

Statement of Needs

All or part of the scope of work may be awarded to more than one awardee.

CDBG, HOME, ESG, CARES ACT, HOME ARP

Program review, the development of written policies and procedures, and technical assistance shall begin upon the signing of the contract, shall be comprehensive, and shall include, but not be limited to:

- 1) Review and develop documents, program forms, protocols, processes, and monitoring procedures.
- 2) Compare content of agency files with designated program checklists and other applicable federal regulations to determine completeness and compliance with federal requirements.
- 3) Environmental Reviews
- 4) Section 3
- 5) Train staff on IDIS system.
- 6) IDIS Cleanup.
- 7) 2022-2025 Annual Action Plans.
- 8) 2021-2025 CAPER Reports.
- 9) Grant Close-out.
- 10) Financial Management Training for Accountants.
- 11) Assist the City in preparing written agreements for subrecipients.
- 12) Assist the City in addressing outstanding CDBG compliance requirement issues.

HOME Program

1. Assist Agency staff in developing forms, protocols, and reports required from developers, Community Housing Developing Organizations (CHDO), managers, tenants, and property owners, in order to facilitate compliance with all program or project-related reporting and recordkeeping requirements, whether imposed by Federal, State, or Local laws or rules.
2. Review and make recommendations for the development of policies and procedures, and documents related to the launching of the homeownership program, and tenant based rental assistance program, including project files, record keeping, and monitoring procedures.
3. Assist the City in matters pertaining to the eligibility of HOME-funded activities.
4. Assist the City in the development of written HOME policies and procedures based on current HOME program regulations, including:
 - a. Project underwriting and subsidy layering
 - b. Environmental review
 - c. Homebuyer underwriting
 - d. Risk-based monitoring
 - e. Tenant-Based Rental Assistance
5. Assist the City in structuring HOME-assisted projects, including those activities that involve private or non-profit development entities.
6. Assist the City in addressing outstanding HOME compliance requirements.

Assignment of Key Staff

The Key member(s) of the consultant's staff must be identified and assigned to the project for the duration of the contract, unless the City of Mount Vernon agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement's name and credentials for approval by the City prior to

that person starting work on the contract.

Records and Retention of Confidentiality

The successful firm shall maintain all record for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) years retention period, the City shall have the option to take possession of the work papers, reports, plans, permits, and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing in connection with any disposal of a document(s) related to this contract.

Qualification Criteria

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the responder's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposal Format:

1. Title Page – Show the RFP subject, the name of your firm, address, telephone number, name of contact person, email address, and date.
2. The proposal shall include an original transmittal letter signed by a representative authorized to contractually bind their firm to the proposal.
3. Profile:
 - A. State whether the responder is national, regional, or local;
 - B. State the location of the office in which the services will be provided when such services are not provided on-site;
 - C. Describe the responder's experience in the provision of services described herein and the number of years engaged in this type of work;
 - D. Provide a representative list of current and prior clients, including a contact person's name and telephone number, for whom such services have been provided;
4. Summary of Qualifications:

Extensive experience with HOME final rule required. Identify each person who will be involved in the provision of services described herein. Describe each person's qualifications, including relevant experience and education/training in HOME program management for participating jurisdictions.
5. Litigation:

State whether the responder has been involved in any litigation within the last five years or if there is any pending litigation in any way arising out of performance or delivery of services identical or similar to those described herein. If so, provide a brief explanation of the issues involved and the outcome, if resolved.
6. Statement of Needs:

Please restate each requirement and discuss whether the responder can provide the described services, how the requirement will be met or the extent to which responder can meet the

requirement.

7. Availability:

Provide a statement that responder is ready, willing, and able to provide the services rendered in accordance with this RFP and in accordance with respondent's proposal if selected.

8. Fees:

Provide a detailed proposed fee structure.

Evaluation Criteria:

General

Selection will be based upon the qualification of the firm and its ability to satisfy the project requirements, schedule, and approach as described in the proposal. The City reserves the right, at its sole discretion, to reject any and all proposals and to waive minor irregularities. The City also reserves the right to select any proposal as the basis for negotiating a contract; to exercise its sole discretion and apply its judgment with respect to any aspect of this request for proposals; the evaluation of proposals and the negotiation and award of any contract; and to weigh its evaluation criteria in any manner it deems appropriate.

Proposal Evaluation

Proposals will be evaluated using the following criteria:

1. Responsiveness to the Request for Proposals.
2. Demonstrated understanding of the Project Objectives and Scope of Work.
3. Recent and relevant experience in similar projects.
4. Demonstrated reliability to perform and manage projects of the nature described herein.
5. Qualifications and relevant experience of the consultant team.
6. Cost-effectiveness of the proposal.
7. Staffing Table.
8. Schedule.

MBE/WBE firms and Mount Vernon based firms are highly encouraged to apply.

Evaluation criteria are not necessarily listed in order of importance. The City reserves the right to weigh its evaluation criteria in any matter it deems appropriate.

The response to the RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise.

The response shall address firm specific information followed by personnel, and reference projects, as detailed below:

- Provide general firm information including location of headquarters, number of offices, total number of employees, number of technical staff, geographic location of projects primary client contact, and number of years the firm has been performing similar technical assistance for municipalities.
- Provide a comprehensive list of similar projects. Provide at least two project references in the past three years. Details shall include: client name, client contact information, project

location, key personnel, duration of project or portion of project if the project involves other work beyond this scope, and projected and actual cost.

- Indicate the number of projects currently under contract.
- Identify selected key team personnel with relevant qualifications and certifications as well as firm tenure.
- In the event of any proposed subcontractors, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project.
- Indicate the firm's experience with the City of Mount Vernon as well as clients in the New York State area.
- Provide a sample contract and terms for review by Corporate Counsel.

Term:

Any contract resulting from this RFP will be for a one (1) year term, renewable annually for a total of up to four (4) years, at the option of the City.

Right to Reject Proposals

The City of Mount Vernon reserves the right without prejudice to reject any or all proposals in whole or in part. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so. The City will not pay for any information required in the RFP, nor is it liable for any cost incurred by a firm in responding to an RFP.

Any materials received at a later time and/or date than specified in this RFP will be judged non-responsive. The City is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the place specified herein and be time stamped prior to the deadline.

Required Forms

1. Please complete, sign, and submit the Standard Insurance Provision. (Attachment A)
2. Please complete, sign, and submit Compliance Statements (Attachment B)
3. Please complete, sign, and submit Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women (Attachment C)
4. Please sign and submit Certification Regarding Business Dealings with Northern Ireland (Attachment D)
5. Please sign and submit Proposer Certification (Attachment E)

In addition, after the proposals have been submitted to Mount Vernon, interviews with the most qualified responsive parties may be scheduled with the City of Mount Vernon and its officials. Each party may be expected to make a formal presentation on content of its proposal and its ability to undertake the required work.

Professional Liability and Other Insurance Coverage

All proposals shall include a statement by the proposer and its sub-consultants, if any, concerning professional liability for negligent acts, errors, and omissions and any other insurance coverage that would protect the City of Mount Vernon from loss or harm should the proposal be accepted. The standard insurance provisions are indicated in Attachment A.

Proposals to be in Effect

Each proposal shall state that it is valid for a period of one hundred eighty (180) calendar days from the date of submission.

Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background, or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret.

Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall

- a) Insert the following notice in the front of its proposal:

NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contain technical or financial information which are trade secrets or information for which disclosure would result in substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of this proposal, but understands that the disclosure will be limited to the extent that the City considers proper under the law. If the City enters into an agreement with this proposer, the City shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.

- b) Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

The proposer believes that this information is protected from disclosure under the state freedom of information law.

The City assumes no liability for disclosure of information so identified, provided that the City has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal, except portions "Protected from Disclosure," which is accepted by the City may become part of any agreement resulting from this request for proposal.

Non-Collusion

The proposer, by signing the proposal, hereby warrants and represents that any ensuing agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York and the City of Mount Vernon, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any City employee, officer or official.

Avoidance of Conflict of Interest

All proposals shall contain an affirmation that the proposer, its employees, and sub-consultants, if any, will not seek to participate in this project, either directly or indirectly, except in accordance with the definitive terms of this RFP or those which may be sequel to it.

Prohibited Interest of Members, Officials, or Employees of the State of New York, the City of Mount Vernon, New York, and Local Public Bodies

No official, employee, or member of a governing body of Mount Vernon, New York State, or a local public body having jurisdiction within the City of Mount Vernon, New York, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof during his or her tenure or one year thereafter. The award of a contract is subject to provisions of all Federal, State and City laws. All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the City of Mount Vernon or is related to an employee of the City of Mount Vernon. Further, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

Non-Discrimination Policy

In connection with this proposal, the proposer, its employees, its sub-consultants, if any, or any other person acting on its behalf shall not discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in the connection with any resulting contract.

The proposer will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Minority Participation Policy

It is the policy of the City to use its best efforts to encourage, promote, and increase the meaningful and significant participation of business enterprises owned and controlled by persons of color or women, Minority Business Enterprise (MBE) and Women Business Enterprise (WBE), in contracts and projects funded by all departments of the City and to develop guidelines to efficiently and effectively monitor such participation.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation that is: (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR Subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended. In furtherance of this goal, the proposer must complete a MBE/WBE questionnaire attached hereto as Attachment D. The completion of this form is requested to compile statistical data. The successful proposer shall also be required to complete a similar questionnaire as part of the contract.

Proposer Certification

Proposals shall not be accepted unless the certification annexed hereto as Attachment E is fully executed by the proposing entity.

Attachments

- A - Standard Insurance Provisions
- B - Compliance Statements
- C - Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- D – Certification Regarding Business Dealings with Northern Ireland
- E - Proposer Certification

Attachment A - Standard Insurance Provisions

Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Mount Vernon, as may be required and approved by the Office of Corporation Counsel of the City of Mount Vernon. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Mount Vernon by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Mount Vernon for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued, or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the City.

In the event that claims, for which the City may be held liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the City of Mount Vernon.

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

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

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

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Employer's Liability with minimum limit of \$100,000.
- (c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the City of Mount Vernon, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations
- (ii) Broad Form Contractual
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City of Mount Vernon (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City of Mount Vernon is named as an insured, shall not apply to the City of Mount Vernon.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City of Mount Vernon (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

Signatory

Contractual responsibility for the performance of this contract will rest solely with the legal entity that

is _____.

(Legal Name of Person, Firm or Corporation)

Attachment B - Compliance Statements

Professional Liability and Other Insurance Coverage

This proposal meets the requirements concerning professional liability for negligent acts, errors, and omissions and any other insurance coverage that would protect the City of Mount Vernon from loss or harm as stated in the Request for Proposal.

Effective Date of Proposal

The proposal shall remain in effect and is valid for a period of one hundred eighty (180) calendar days from the date of submission.

Conflict of Interest

The proposer and its sub-consultants hereby affirm that they will not seek to participate in this project, either directly or indirectly, except in accordance with the definitive terms of this RRP or those which may be sequel to it.

Prohibited Interest of Members, Officials, or Employees of the State of New York, the City of Mount Vernon

The proposer and sub-consultants hereby affirm that no official, employee, or member of a governing body of Mount Vernon, New York State, or a local public body having jurisdiction within the City of Mount Vernon shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof during his or her tenure or one year thereafter. A disclosure statement, if necessary, is attached indicating the name of any officer, director, or agent who is also an employee of the City of Mount Vernon or the name of any City employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

Non-Discrimination Policy and Minority Participation Policy

The proposer and its sub-consultants hereby affirm that they do not discriminate against any person for reason of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status. Also, the proposer and its sub-consultants hereby affirm that they will adhere to the City of Mount Vernon's Minority Participation Policy as stated in the Request for Proposal.

Alteration of Consultant Services Document(s)

The proposer hereby affirms that the text of the Consultant Services document(s) has not been altered from the City's standard format except where indicated by the City. Also, the proposer hereby affirms that no limitations, qualifications or modifications to the scope of this request for proposals have been imposed.

Name of Firm/Business Enterprise:

Address:

Completed By (Print Name/Title):

Signature:

Attachment C - Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 *et seq.*, or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 *et seq.*, and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise that is owned and controlled by persons of color or women in accordance with the standards listed above?
 - No
 - Yes (as a business owned and controlled by persons of color)
 - Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 - No
 - Yes (as a MBE)
 - Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

Yes

No

6. Fill in information below:

(Legal Name of Person, Firm or Corporation)

(Signature of Authorized Representative)

(Title)

Dated:

Attachment D - Certification Regarding Business Dealings With Northern Ireland

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the City receives information that the Contractor is in violation of paragraph “A”, the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Agreement or by operation of law or in equity.

Agreed:

(Legal Name of Person, Firm or Corporation)

(Signature of Authorized Representative)

(Title)

Dated:

Attachment E - Proposer Certification

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

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

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

AGREED:

(Legal Name of Person, Firm or Corporation)

(Signature of Authorized Representative)

(Title)

Dated: