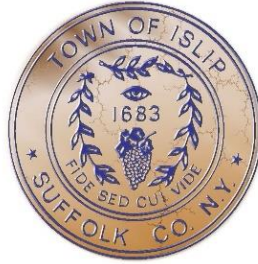


Town of Islip Community Development Agency

Angie Carpenter
Town Supervisor

Julia E. MacGibbon
Executive Director



REQUEST FOR PROPOSALS

PLANNING CONSULTANT

Issue Date: June 1, 2024

Town of Islip
Community Development Agency (CDA)
15 Shore Lane
Bay Shore, New York 11706

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A. INTRODUCTION

The Town of Islip Community Development Agency (ICDA), otherwise called, “The CDA” is currently seeking proposals from qualified firms and/or individuals to provide management and technical services relative to housing, community and economic development activities.

The CDA serves as the administrator of the Consolidated Programs of the U. S. Department of Housing and Urban Development (HUD). Currently, these Programs include:

PROGRAM	FFY 2024 ENTITLEMENT ALLOCATION
Community Development Block Grant (CDBG)	\$1,712,771
HOME Investment Partnerships (HOME)	\$503,951
Emergency Solutions Grant (ESG)	\$153,578

The CDA reserves the right to award agreements resulting from this solicitation, which will be given to the highest rated proposal or proposals, based on the evaluation criteria set forth in this RFP. Nothing contained herein shall obligate the CDA to award an agreement on the basis of this solicitation. Any agreement award is subject to compliance with all provisions of Federal, State, Local Laws and Executive Orders requiring affirmative action and equal employment opportunity.

The CDA is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. ANTICIPATED PROPOSAL SCHEDULE*

RFP Issue Date:	June 3, 2024
RFP Due Date	June 24, 2024
Oral Presentation, if necessary	TBD

*Dates indicated above are subject to change at the sole discretion of the CDA.

THE FOLLOWING SCOPE OF SERVICES (“Scope”) SHOULD BE TREATED AS A GUIDELINE IN PREPARING A PROPOSAL RESPONSE, AND MAY BE SUBJECT TO NEGOTIATIONS RESULTING IN A FINAL AGREEMENT. THE PROPOSER SHOULD PROVIDE A PROPOSAL WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE CDA WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. SCOPE OF SERVICES

Background

The Town of Islip Community Development Agency was organized in 1976 as a public benefit corporation under the Urban Renewal Law. The Agency is the successor to the Town of Islip Urban Renewal Agency, which was established in 1974. The Urban Renewal Law grants to the Agency broad community development and urban renewal powers, including residential rehabilitation and development, assisting financially with constructing, acquiring, rehabilitating and improving industrial and manufacturing plants and constructing municipal improvements. The Agency is a public authority subject to compliance with the NYS Authorities Budget Office.

The Islip Community Development Agency (CDA) is the overall administrator for the Department of Housing and Urban Development Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs for the Town of Islip. In addition, the CDA oversees various related housing and community development activities throughout the Town.

In order to carry out these federally and state funded programs, the CDA requires the assistance of an experienced consultant with a working knowledge of local government structure and systems in order to promote intergovernmental collaborations on the various federal and state programs. Consultant will facilitate leveraging federal and state funding with other governmental resources.

Introduction

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program objectives described in this document.

Proposers should be able to perform the following duties:

1. Consult, advise and coordinate activities relative to the CDA’s administration of the following programs:
 - Community Development Block Grant (CDBG) Program.
 - Home Investment Partnerships (HOME) Program.
 - Emergency Solutions Grants (ESG) Program.
2. Consult, advise and coordinate with the CDA, municipal consortium members, related Town departments, public housing authorities, advocacy groups and the general public to assist with the production and submission of a Five-Year Consolidated Plan covering FFY2025-2029 that complies with the federal requirements at 24CFR Part 91 - Consolidated Submissions for Community Planning and Development Programs. The CDA target date for submission of the Consolidated Plan is May 1, 2025.
3. Consult, advise and coordinate with the CDA, municipal consortium members, related Town departments, public housing authorities, advocacy groups and the general public to assist with the production of an Analysis of Impediments (AI) and/or Assessment to Fair

Housing (AFH) consistent with the Affirmatively Furthering Fair Housing Interim Rule or any revised HUD requirements that may impact the Town's obligations under its Five-Year Consolidated Planning Process covering FFY2025-2029. This will include, at a minimum, the review and analysis of HUD data and available local measures and input, review and analysis of local zoning codes.

4. Consult, advise and coordinate activities relative to other programs including but not limited to:
 - Assessment of CDA responsibilities under the Uniform Relocation Act for select projects
 - Section 8 Housing Assistance.
 - Brownfields Redevelopment.
 - Downtown Visioning.
 - Sustainable Communities Planning Grant.
 - Transit oriented development activities.
 - Implementation of local visioning plans.
 - Other related Economic Development Activities.
5. Consult, advise and coordinate necessary environmental reviews in compliance with National Environmental Policies Act (NEPA) and/or State Environmental Quality Review Act (SEQRA) for projects/activities under the federal programs listed under paragraph 1 and any NYS programs through which the CDA may obtain funding during the term of the proposed contract.
6. Provide technical assistance, planning assistance and advice in applying for other Federal and State grant-in-aid programs so as to leverage the Community Development and Housing Entitlement funds including assistance in the development and preparation of necessary applications for Federal and/or State grant funds benefiting the CDA's covered area.
7. Provide technical assistance for all U.S. Department of Housing and Urban Development programs.

D. CONTRACT TERM

Contracts will be awarded for a term of two (2) to three (3) years. At the sole discretion of the CDA, the contract may be renewed for an additional two extensions of two (2) or three (3) years each, subject to the CDA's right of early termination as provided in the Contract.

E. MANDATORY PROPOSAL RESPONSE REQUIREMENTS

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the CDA have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date. All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.

2. Scope of Work attached as Appendix B, containing a complete written description of the proposal.
3. Completed Non-Collusive Proposal Submission Certification attached as Appendix C.
4. Completed and verified Business History Form attached as Appendix D, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the Proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
5. Completed Conflicts of Interest Questionnaire attached as Appendix E.
6. Signed Bidders Certification of Compliance With Iran Divestment Act attached as Appendix F.
7. Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion From Participation in Federal Contracts attached as Appendix G.
8. All submissions must be signed on the designated signature line by an officer or authorized agent of the Proposer.
9. Additional information pertinent to the CDA's requirements.

Additional Terms:

- a. Address of Proposer's headquarters and satellite offices.
- b. List of all contracts within the past three (3) years with all government and/or not for profit agencies.
- c. List a specific contract person who will coordinate all day-to-day operations to the CDA.
- d. Description of your Firm's general availability to start and complete the Five Year Consolidated Planning process and the development of the required Fair Housing submission within the HUD timelines to allow for local adoption no later than May 2025.
- e. Evidence of Professional Liability coverage at a minimum of \$1,000,000, Workers' Compensation Insurance and Employers' Liability at a minimum of \$500,000, and General Liability at a minimum of \$1,000,000 per occurrence.
- f. Provide a fee schedule associated with each employee and identification of his/her discipline.
- g. If you are an MBE or WBE-owned Organization, please describe how your Firm qualifies.

F. PROPOSAL SUBMISSION INSTRUCTIONS

Interested planning firms should submit three (3) copies, along with a PDF copy on a USB/thumb drive, of their proposal and certifications in a sealed package. Proposals must either be sent by registered mail or hand delivered by 4:30 P.M. June 24, 2024 to:

Town of Islip Community Development Agency
15 Shore Lane
P. O. Box 5587
Bay Shore, NY 11706

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request for Proposal (“RFP”) titled, “**Mandatory Proposal Response Requirements**” and provide a complete, accurate, and reliable presentation. Each response should be clearly numbered with the text of the requirement set forth before the response.

The proposals must be signed by an individual who is authorized to bind the Proposer to all commitments made in the proposal. The original and three (3) copies of the proposal, together with all attachments, must be submitted to the CDA in a sealed envelope no later than 4:00 p.m. EST on **June 24, 2024**. No electronically transmitted or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The CDA is under no obligation to return proposals.

It is each Proposer’s responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the Proposer’s responsibility to ask questions, request clarifications, or otherwise advise the CDA if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to restrict or limit the Proposers that could meet the requirements of this RFP to a single source.

If a Proposer takes exception to any requirement of this RFP, then the Proposer must clearly state the exception and attach same to its proposal, referencing the affected section, paragraph and page in this RFP. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The CDA shall determine (in its sole discretion) the acceptability of any proposed exception(s). If the CDA rejects a proposed exception, the CDA may offer the Proposer an opportunity to withdraw its exception and propose an alternative. However, even when the CDA does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the CDA reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the CDA rejects proposed exceptions to the RFP, such exceptions will be considered by the CDA in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP, if any exception is not specifically and clearly stated in their proposal.

The CDA is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification.

Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Kevin J. Crean
Director of Affordable Housing and Project Development
Town of Islip Community Development Agency
15 Bay Shore, NY 11706
Email Address: KCrean@IslipCDA.org

Please insert Town of Islip CDA Planning RFP Inquiry in the subject line of the email. The questions and responses will be distributed to all prospective proposers via email who have submitted a valid email address by **Friday June 14, 2024 by 4:30 P.M.**

No contact with any other CDA personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. PROPOSAL EVALUATION CRITERIA

Proposals will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail at the request of the selection committee. **The CDA reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the CDA's sole judgment, the best interests of the CDA will be served.** The selection committee will evaluate each proposal and use the following for scoring each submission:

- **Contract Requirements and Proposed Solution** **35%**

Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements; Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support; Previous engagements of similar scope and quality; Description of recommendations and alternative approaches that the CDA might use to improve its management process including rationale for the recommendations or alternative approaches.

- **Related Experience** **35%**

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP

- **Vendor Profile: Organization, Capacity, Staffing, Resumes** **20%**

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C - Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.

The proposal is to explain how the vendor will provide adequate staff time to lead the coordination, development and submission of the Town's FY2025-2029 Five Year Consolidated Plan and Analysis of Impediments (or alternative document required by HUD) by the targeted submission date of May 15, 2025.

- **Fee Schedule** **10%**

The CDA will consider any other relevant factors as determined by the selection committee.

H. GENERAL INFORMATION

1. **Incurring Cost.** The CDA shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the CDA to award a contract, or to procure, or to contract for services or supplies. The CDA will reject Proposals of any organization or individual debarred by the U.S. Department of Housing and Urban Development (HUD) and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly.

Notwithstanding any other provisions of this RFP, the CDA reserves the right to award this contract to the vendor(s) that best meet(s) the requirements of the RFP, and not necessarily to the lowest cost proposal. The CDA reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the CDA to so do.

The CDA may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The CDA intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the CDA in a form approved by legal counsel for the CDA. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto, as well as Appendix L and the Additional Federal Requirements for HUD Contracts. This RFP and the proposal, or any part thereof, may be

incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The CDA reserves the right to negotiate the terms and conditions of the contract with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the CDA's acceptance of the proposal or a binding commitment on behalf of the CDA to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The CDA may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the CDA from a price and technical standpoint. However, the CDA reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the CDA reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The CDA will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the CDA determines that information is required by applicable law to be disclosed, the CDA will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other Proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the CDA or the Town of Islip shall benefit financially or materially from this contract. The CDA may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the CDA.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the CDA shall have access to and the right to examine directly all pertinent documents,

papers and records of the Proposer and/or any sub-Proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the CDA's acceptance of proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations hereunder without the prior written approval of the CDA.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The CDA and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the CDA does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
13. **Insurance:** The selected firm must have and continuously maintain insurance in the following types and amounts. The coverage is subject to change.
 - General Liability – \$1,000,000 per occurrence, with the Town of Islip Community Development Agency and Islip's Housing Development Fund Company named as additional insured.
 - Workers' Compensation Insurance & Employers liability – \$500,000.
 - Professional Liability – \$1,000,000

All such insurance shall include an unconditional provision for not less than 30 days prior notice of cancellation or modification of coverage.

I. GENERAL CONDITIONS FOR PROPOSERS

1. Proposer is bound by and shall comply with the terms of any CDA Contract(s) negotiated as a result of this RFP.
2. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the CDA shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the CDA shall also have the right to terminate the agreement.

J. ADDITIONAL DEMONSTRATIVE MATERIALS

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. AWARD OF CONTRACT

The CDA shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the CDA's acceptance of the proposal or a binding commitment on behalf of the CDA to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. PROTEST POLICY

As indicated in Section F, all questions or concerns regarding this RFP, must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, they may request a copy of the Vendor Protest Procedure from the designated contact person.

**APPENDIX A
COST PROPOSAL**

General On-Call Planning Services/Consolidated Plan/Annual Action Plan Coordination and Development

	Principal	Senior Associate	Associate
Billing Rate (per hour)			

Standard NEPA Review

Assigned Staff	Hourly Rate	Average Timing	Average Cost

Standard SEQRA Review

Assigned Staff	Hourly Rate	Average Timing	Average Cost

APPENDIX B
SCOPE OF WORK — PROGRAM DESCRIPTION AND STAFFING

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience with public sector clients (similar size and scope).
- c. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with the CDA with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX C
NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATION

The Proposer certifies as to its Firm, under penalty of perjury, to the best of their knowledge and belief:

1. The pricing proposed is determined independently without collusion, consultation, communication, or agreement, to restrict competition as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, Proposal prices quoted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer before opening, directly or indirectly, to any other proposer or any competitor; and
3. No attempt has or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.

The undersigned attests under penalty of perjury that I am an authorized representative of the Proposer and that the foregoing statements are true and accurate.

Name of Proposer: _____

Signature of Authorized Representative: _____

APPENDIX D
BUSINESS HISTORY FORM

The contract shall be awarded to the responsible Proposer who, at the discretion of the CDA, taking into consideration the reliability of the Proposer and the capacity of the Proposer to perform the services required by the CDA, offers the best value to the CDA and who will best promote the public interest.

In addition to the submission of proposals, each Proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? _____

4) Federal I.D. Number or Social Security Number: _____

5) Dun and Bradstreet number: _____

6) The Proposer is a (check one): Sole Proprietorship Partnership Corporation
 Other (Describe) _____

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

If the Proposer is other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;

- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____
 Contact Person _____
 Address _____
 City/State _____
 Telephone _____
 Fax # _____
 E-Mail Address _____

Company _____
 Contact Person _____
 Address _____
 City/State _____
 Telephone _____
 Fax # _____
 E-Mail Address _____

Company _____
 Contact Person _____
 Address _____
 City/State _____
 Telephone _____
 Fax # _____
 E-Mail Address _____

7) Does this business share office space, staff, or equipment expenses with any other business?
 Yes ___ No ___ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ___ If Yes, please
 provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any
 other business? Yes ___ No ___ If Yes, provide details. _____

10) Has the Proposer ever had a bond or surety cancelled or forfeited, or a contract with the CDA, the Town of Islip, or any other government entity terminated? Yes ___ No ___ if yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the Proposer, during the past seven years, been declared bankrupt? Yes ___ No ___
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ___ No ___ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Yes ___ No ___ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ___ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ___ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

APPENDIX E
CONFLICTS OF INTEREST

1. Please disclose:

a. Any material financial relationships that your Firm or any organization employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with the Agency or Fund.

b. Any family relationship your Firm's employees has with an Agency member, employee, or official that may create a conflict of interest or the appearance of a conflict of interest in contracting with the Agency or Fund.

c. Any other matter that your Firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with the Agency or Fund.

2. Please describe or attach any procedures your Firm has or would adopt to assure the Agency or Fund that a conflict of interest would not exist for your Firm in the future.

The undersigned attests under penalty of perjury that I am an authorized representative of the Proposer and that the foregoing statements are true and accurate.

Name of Proposer: _____

Signature of Authorized Representative: _____

APPENDIX F
IRAN DIVESTMENT ACT

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> . Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder 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 its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Agency and/or the Fund may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The Agency and/or the Fund makes a determination that the goods and services are necessary for the Agency and/or Fund to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document. During the term of the Contract, should the Agency and/or the Fund receive information that a person is in violation of the above referenced certifications, the Agency and/or the Fund will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Agency and/or Fund shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default. The Agency and/or the Fund reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

Name of Proposer: _____

Signature of Authorized Representative: _____

Date: _____

Bidder's Certification of Compliance with Iran Divestment Act

Pursuant to General Municipal Law Section 103-g, which generally prohibits the Town of Islip Community Development Agency and/or Islip's Housing Development Fund Company, Inc., from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

(Please check One)

BIDDER'S CERTIFICATION

_____ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph(b) of subdivision 3 of Section 165-1 of the State Finance Law.

_____ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York

_____, 2024

Signature

Printed Name

Title

Sworn to before me this
_____ day of _____ 2024

Notary Public

APPENDIX G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FROM PARTICIPATION IN FEDERAL CONTRACTS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, CFP Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19610-19211). (BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF CERTIFICATION)

(1)The prospective recipient of Federal Assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2)Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Name of Proposer: _____

Signature of Authorized Representative: _____

Date: _____

Instructions for Certification

1. By Signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing this certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms, “covered transaction”, “debarred”, “suspended,” ineligible”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal Assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transaction in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.