



REQUEST FOR PROPOSALS (RFP)

**Microenterprise Assistance Program
Delivery and Administration in Conjunction with a Grant Award
Through Community Development Block Grant (CDBG)**

ISSUE DATE: Sept 27, 2024

SUBMISSION DEADLINE: Oct 18, 2024 at 5:00p.m.

1) Request for Proposals Notice

Alternatives Federal Credit Union (“Alternatives”), in partnership with Chemung County (“the County”) is seeking proposals from qualified consultants or consulting firms to provide Program Delivery and Administrative Services in conjunction with a CDBG Microenterprise Assistance Program.

The deadline to submit proposals is October 18, 2024 at 5:00 p.m. Proposals received after this date and time shall not be considered.

Proposals must be sent via email to the following address:

Development Department
Alternatives Federal Credit Union
Proposals@Alternatives.org

2) Intent and Basic Requirements of the Request for Proposals (RFP)

- a) It is the intent of this RFP to require the Respondent to provide the necessary program delivery and administration associated with the Microenterprise Assistance Program grant received by the County through the Community Development Block Grant (“CDBG”).
- b) This program is funded with a federal allocation of Housing and Urban Development’s Community Development Block Grant (CDBG) funds, as part of the County’s response to fostering opportunity for micro-enterprises in Chemung County.
- c) Proposal will be evaluated based on qualitative factors and price. These qualitative factors will be used to evaluate the capability of the entity to deliver the service in accordance with the specifications. Respondents are advised to fully respond to all elements in this proposal to be considered responsive.
- d) Cost will not be the sole factor in Alternative’s decision.
- e) Proposals will be accepted until the deadline specified.
- f) The proposal cost shall be separated by job category with an hourly rate with fringe and overhead included. Compensation will be based upon an hourly fee and paid with CDBG funds.
- g) Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
- h) The Respondent certifies by submission of a response to this RFP, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or involuntarily excluded from participation in this transaction by any federal state or local department or agency.

3) About Alternatives

Established in 1979, Alternatives Federal Credit Union is a \$150 million depository Community Development Credit Union (CDCU) and US Treasury certified Community Development Financial Institution (CDFI) in New York State. Alternative's Mission's is *to help build and protect wealth for people with diverse identities who have been historically marginalized by the financial industry, especially those with low wealth or identifying as Black, indigenous, or people of color.*

As a CDFI and full-service credit union, Alternatives offers a range of financial products and services, including account services, Financial Wellness Services, Credit Counseling, Home Ownership Counseling, Small Business Coaching and Technical Assistance, and consumer, personal, mortgage and small business lending. Education services, offered one-on-one and in workshop settings, are geared towards assisting participating in identifying and working towards their financial goals, developing skills and knowledge, and in gaining access to the resources, opportunities and support needed to build a strong and solid foundation for financial success.

4) Scope of Services

- a) Background: Alternatives is seeking proposals from qualified consultants or consulting firms to provide Program Delivery and Administrative Services in conjunction with a CDBG Microenterprise Assistance Grant Program.
- b) Description of Program: The Microenterprise Assistance program is designed to assist local municipalities in supporting and fostering the development of microenterprise businesses, building entrepreneurial capacity, stimulating economic growth, and creating permanent job opportunities for LMI individuals and microenterprise business owners. The program will include business grants and training to qualified microenterprises and will be made available to for-profit businesses located within Chemung County (outside of the City of Elmira). Alternatives will incorporate applicant entrepreneurial training requirements into any grant award. Grantees must meet requirements via course completion through Alternative's Small Business Development Department.
- c) The services to be provided for the Microenterprise Program include the following:
 - Develop a grant application and design a workflow system to process applications and respond to applicant and potential applicant inquiry. Ensure that application process connects all relevant parties: Alternatives, Chemung County, administrator, applicant, etc.
 - Develop appropriate forms and systems for grant application processing; Maintain all relevant information regarding the application review process;
 - Provide guidance to participants in the preparation of application as well as during intake and qualification process;
 - Qualify and document qualifications/eligibility of all applicants
 - Work with the committee charged with project selection and program commitment to prioritize projects and determine program grantee.
 - Assist with application underwriting, preliminary and final scoring, and award decisions
 - Prepare commitments and program agreements; assist with actions necessary to effect Program grant closings.
 - Assist participants with compliance with federal, state and local requirements as necessary; Procure appropriate documentation to evidence the grantee's compliance with the grant conditions

- Develop appropriate forms and systems for reporting and documentation of costs, required to be maintained pursuant to the rules, regulations, and policies of the CDBG program.
 - Procure appropriate documentation to evidence and support disbursements of Grant proceeds
- d) General Administration Services in Scope of Work:**
- Prepare all necessary contract and payment documents.
 - Develop and maintain separate grant accounting system.
 - Prepare and submit necessary financial reports to NYS
 - Prepare and submit status of fund reports and other reports to the County as directed
- e) Miscellaneous Services in Scope of Work:**
- Attend County and/or agency meetings as necessary.
 - Advise the County and Alternatives in all matters relating to grant program, federal and NYS regulations relative to the program.
 - Prepare grant amendments, subject to the County and/or Alternatives approval, and or budget modifications as necessary
 - Prepare Environmental Review Records pursuant to NEPA and SEQRA guidelines.
 - Prepare and submit Status Reports and Annual Performance Reports as required by HUD, Alternatives, Chemung County, and NYS.
 - Prepare for and attend any OCR Grant monitoring; and
 - Prepare all closeout documentation required by NYS.
 - Take such other reasonable actions as may be necessary to implement the Program in a manner consistent with the laws, regulations, and policies of the CDBG program.

5) Qualifications

Each respondent shall submit the following qualification information as part of their response:

- Contact information: name of firm formally responding, firm address, phone number, email, website, social media, etc.
- Names, titles, education and experience, and descriptions of officers and relevant employees to perform work under the proposal.
- Firm history including years in business in present form, firm history and resource capability to perform the requested services.
- Reference to relevant project(s) which demonstrate skills of similar work scope to that described herein.
- Describe the organizational capacity to complete all necessary grant administration and program delivery activities including experience of all employees who will be or may be assigned to this project.

6) Proposal Evaluation and Selection Criteria

Alternatives will utilize the following criteria to make a selection:

- *40% Qualifications and Experience* including: demonstrated experience in similar projects; business and technical reputation and capabilities; financial stability and track record; project resources, skills, knowledge, and previous experience
- *35% Project Plan and Schedule* including: proposed plan of approach and schedule; proposed plan for coordinating with County and Alternatives; and quality of submission
- *25% Fee Proposal*

At the completion of the evaluation, a total point value will be compiled for each evaluated proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed or on the point values assigned.

7) Submission Requirements

All Respondents will submit the following:

- a. Letter of proposal indicating the consultant's interest. The letter should reference this RFP and confirm that all elements have been reviewed and understood.
- b. A description of the firm's qualifications, principals, and areas of expertise.
- c. A list of clients and relevant projects.
- d. Methodology and Approach: Based on the Scope of Work herein, describe in detail how your firm will approach this project and ensure success. Please provide a detailed plan and methodology for accomplishing the work including, but not limited to, what will be expected of County and Alternatives staff during the engagement. The plan should include a detailed schedule of activities, including milestones, project meetings, progress reports, and other relevant steps. Include a recommended phasing of the specified work.
- e. Respondent shall provide a lump sum fee for the services identified in the Scope of Work. The lump sum fee shall include all expenses required by your firm to complete the specified services. Respondent shall also provide a remuneration schedule showing hourly rates for project team members and any other supplemental expenses typically incurred for the described services, which will become the fee schedule for the contract period. If additional services are required beyond the services identified in the Scope of Work, a schedule of hourly rates for each individual assigned to this project shall also be provided.
- f. Responses should be limited to no more than ten (10) pages (not including completed Conflict of Interest Form, page 10 of this RFP, and Bidder's Affirmation of Understanding and Agreement Pursuant to State Finance Law, page 12 of this RFP)

8) RFP Submission – Contact and Questions

Submit Proposal to:
CDBG Microenterprise Project Team
Alternatives Federal Credit Union
proposals@Alternatives.org

Questions regarding the RFP shall be directed to the proposals@Alternatives.org only. Questions received from all Respondents by October 11, 2024 will be answered and shared with all known Respondents via email. Respondents are solely responsible for ensuring that Alternatives has

accurate contact information, including an e-mail address for the receipt of such correspondence. Chemung County and/or Alternatives does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Respondent.

No other representatives of Chemung County or Alternatives are to be contacted regarding this RFP. Alternatives accepts no responsibility for, and each Respondent agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by Chemung County and/or Alternatives.

9) Summary of Deadlines for Questions and Submission

Proposals are due no later than 5:00 pm on Friday, October 18, 2024, and shall be directed to CDBG Microenterprise Project Team, Alternatives Federal Credit Union and submitted via email to proposals@alternatives.org

Release of Request for Proposals:	September 27, 2024
Last day to submit inquiries:	October 11, 2024, 5:00pm
Proposals Due:	October 18, 2024, 5:00pm

10) Rejection of Proposals:

Alternatives reserves the right to reject any or all proposals received in response to this request for proposals for any reason and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of Alternatives and the County. Alternatives shall have the right at its discretion to determine not to award a contract based on this request for proposals and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal or proposals that best meets Alternative’s needs.

It is recognized that each Respondent may have developed unique and typical methods of service delivery. It is not Alternative’s intention to disqualify a Respondent due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive consideration and evaluation.

11) Addenda and Modifications:

Alternatives reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations to this RFP will be made in writing and posted on Alternative’s website at www.alternatives.org. Alternatives may also endeavor to notify all Respondents to whom the RFP has been issued.

All addendums shall be incorporated as part of the RFP documents as though they were originally set forth. Alternatives does not assume any responsibility for the receipt of any addendum sent to any Respondent. Any information supplied by Alternatives relative to this RFP must be considered in preparing proposals. All other contacts that a Respondent may have had before or after receipt of this RFP

with any individuals, employees, subcontractors, consultants or representatives of Alternatives and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.

12) Withdrawal of Proposals:

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Respondent without prejudice to the Respondent prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Respondent or the Respondent's duly authorized representative, and has been filed with Alternative's RFP Submission Contact.

13) Contract Negotiations:

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by Alternatives. Alternatives will not accept any changes to Alternative's standard form of contract agreement.

14) Alternatives Reservation of Rights

Upon submission of a proposal in response to this RFP, each Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

- a) All costs incurred by the Respondent in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Respondent.
- b) Alternatives reserves the right, in its sole discretion, to reject any Respondent that submits incomplete responses to this RFP, or proposal that is not responsive to the requirements of this RFP.
- c) Alternatives reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- d) All proposals in response to this RFP shall become the property of Alternatives and will not be returned.
- e) All proposals in response to this RFP shall constitute public records subject to disclosure.
- g) Any and all proposals in response to this RFP that are not received by 5:00pm EST on Friday, October 18, 2024, will be rejected.
- h) Neither the County, Alternatives, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this RFP.
- i) Alternatives reserves the right to reject such proposals from any person or corporation that is in arrears or default with the County or Alternatives upon any debt and/or contract.

Alternatives reserves that it may, in its sole discretion, exercise the following rights and options with regard to this RFP and the procurement process in order to obtain the most advantageous offer for the County:

- a) To waive irregularities and/or minor non-compliance by any Respondent with the requirements of this RFP;

- b) To request clarification and/or further information from one or more Respondents after closing without becoming obligated to offer the same opportunity to all Respondents;
- c) To enter into negotiations with one or more Respondents without being obligated to negotiate with, or offer the same opportunity, to all Respondents;
- d) To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and reimbursement than described in this RFP or the Respondent's proposal based on the component prices submitted;
- e) To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
- f) To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this RFP to an Respondent(s);
- g) To waive any technical non-conformance with the terms of this RFP;
- h) To change or alter the schedule for any events called for in this RFP;
- i) To conduct investigations of any or all of the Respondents, as Alternatives deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
- j) To suspend or terminate the procurement process described in this RFP at any time. If terminated, Alternatives may determine to commence a new procurement process without any obligation to the Respondents;
- k) Alternatives shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

Respondents are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered as an opportunity for Respondents to correct errors in their proposal.

15) General Information

- a) Notice to Respondents: Respondents, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of federal rules regarding CDBG Economic Development activity, specifically Microenterprise Assistance Programs.
- b) No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.
- c) New York State Lobbying Act: All Bidders are required to execute an Affirmation of Understanding and Agreement that the Bidder will comply with the procedures and restrictions under the New York State Lobbying Act (Act), including but not limited to permitted contacts during the bidding and award process. Bidders must also execute a disclosure regarding any prior findings that the Bidder violated the Act.
- d) Withdrawal of the proposal: the proposal may be withdrawn upon written request from the Respondent prior to the proposal closing date.

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

f) Formation of Agreement/ Contract with Successful Respondent: The Contract to be negotiated as a result of this RFP shall be by and between the Respondent and Alternatives and shall contain but shall not be limited to provisions included in this RFP. By submitting a proposal in response to the RFP, the Respondent accepts the terms and conditions set forth herein, as well as any additional terms and conditions required for adherence to federal regulations, sound fiscal management principles and the policies of Chemung County.

g) Workplace Diversity: Alternatives is committed to achieving excellence in workplace diversity that encompasses the equity and social justice principles of the local, state and federal Equal Employment Opportunity laws and Chemung County's policies that promote participation by minority and women owned business enterprises.

Conflict of Interest Disclosure Form

Respondent Principals must review this form with all board members and agency staff.

The **Respondent** represents that none of its **employees, officers, compensated members, contractors or consultants** are, or for the duration of this agreement will be, employees of Alternatives nor are their family members or business relationships employees of Alternatives nor will their employees, officers, compensated members, contractors or consultants obtain a financial interest either for themselves or those whom they have immediate family or business ties, during their tenure or for one year thereafter. The Respondent must formally disclose all potential Conflicts of Interest to Alternatives.

Disclosure: Are you, or are you related to (by blood, marriage, act of law, or business relationship) any person who is an employee of Alternatives Federal Credit Union (Alternatives), Chemung County, or any other entity funded by Community Development Block Grant (CDBG)?

YES* NO

Print Name

Signature

Title

Date

***If yes, a full disclosure must be forwarded on official letterhead to Alternatives. The notice must include:**

- Name:
- Job Title or Position:
- Disclosure must include:
 1. Name of Relation
 2. Department
 3. Position
 4. Relationship

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

Signature: _____

Date: _____

Summary of Permitted Contact Under New York State Lobbying Act

Pursuant to State Finance Law §§139-j and 139-k, this “Request for Proposal” includes and imposes certain restrictions on communications between Alternatives and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit offers or “Requests for Proposal” through final award and approval of the Procurement Contract Alternatives and, if applicable, Chemung County, (“restricted period”) to other than designated staff or consultants unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff are identified in this Request for Proposals. Alternatives and Chemung County are also required to obtain certain information when contacted during the restricted period and decide of the responsibility of the Bidder pursuant to the State Finance Law. Certain findings of non-responsibility can result in rejection of a contract award and in the event of two findings within a 4-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

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

1. submission of written proposals in the response to a request for proposals;
2. submission of written questions to a designated contact set forth in a request for proposals, when all written questions and responses are to be disseminated to all bidders who have expressed an interest in the request for proposals;
3. participation in a conference provided for in a request for proposals;
4. complaints by a bidder regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized bidder contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record;
5. bidders who have been tentatively awarded a contract and are engaged in communications with a governmental entity staff of the procuring governmental solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;
6. contacts between designated governmental entity staff of the procuring governmental entity and a bidder to request the review of a procurement contract award;
7. (a) contacts by bidders in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination; (b) complaints of alleged improper conduct in a governmental procurement to the attorney general, district attorney, or court of competent jurisdiction; or (c) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller’s office.

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

Please review and sign this form.

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

Contractor Name: _____

Contractor Address: _____

Signature of Principal/CEO _____

Print Name of Principal/CEO _____

Date _____