

**CITY OF NORTH TONAWANDA, NEW YORK**  
**REQUEST FOR PROPOSAL**  
**ON-CALL GRANT WRITING & MUNICIPAL ENGINEERING SERVICES**

**SCOPE OF SERVICES**

The City of North Tonawanda, New York, is seeking to hire a Consulting Agency on a retainer basis to assist the City in researching and identifying potential grants, providing general grant writing services associated with the completion and submission of State and Federal grant applications, as well as general municipal engineering services for various engineering feasibility studies and preparation of cost estimates for Capital Improvement Projects.

**SERVICE PERIOD AND TERMS**

Contract will be for two (2) years from date of award with an option to extend at the same prices and conditions for one additional year at the sole option of the City.

Agreement Cancellation: The contract may be terminated by agreement or upon sixty (60) days' notice in writing given by either party. If the City exercises this right to terminate, the services allowed to be performed by second party during the remaining sixty (60) days shall be approved by the City. If the second party exercises this right to terminate, the consultant must attempt to complete as many projects pending as requested by the City.

**PROPOSAL CONDITIONS & INFORMATION**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

An appointment may be scheduled by any consultant interested in submitting a proposal at the Accounting Department, North Tonawanda, New York to answer questions about the engagement. Any inquiries concerning the request for proposals should be addressed to Jeffrey Zellner, City Accountant.

To be considered, ONE copy of a proposal must be received by Travis Sikora, via e-mail at TSikora@northtonawanda.org (preferred method) OR one (1) original and two (2) copies to the Engineering Department, 216 Payne Avenue, North Tonawanda, New York 14120 by **4:00 p.m. on February 24, 2023**. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposals, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of North Tonawanda and the firm selected.

In the event any proposer shall include in the proposal any information deemed "proprietary" or

“protected,” such information shall be separately submitted and clearly marked as to any proprietary claim.

It is anticipated the selection of a firm will be completed by Tuesday, March 7<sup>th</sup> 2023. Following notification of the selected firm, it is expected a contract will be executed between both parties by Friday, March 10<sup>th</sup> 2023.

## GENERAL SPECIFICATIONS

All responses to this proposal for services shall be submitted on your form.

### A. Information to be Provided by the Consultant

1. Provide an outline of your experience providing grant writing and engineering services, to include at a minimum the following:
  - a. Number of year’s firm has been in existence.
  - b. Provide examples of grant writing efforts which have been conducted, including examples of successful (funded) proposals.
  - c. Provide examples of successful preliminary engineering feasibility studies, plans, and cost estimates.
  - d. Provide a minimum of three (3) references from Cities or other New York State governmental entities for which you have provided grant writing and on-call engineering services. Include the name of the organization, brief description of the project, name of contact person and telephone number.
2. Identify individuals who will be assigned to work with the City of North Tonawanda. Provide their background, directly related experiences, past successes and an excerpt from a grant they have written representative of work and writing style (not to exceed five pages and should not contain any sensitive, confidential or proprietary information – writing sample will not be returned).
3. Explain how your firm will access potential sources of grant funding that might otherwise not have been available to the City.
4. Provide a detailed description of how your organization will perform the following grant writing services:
  - a. Funding needs analysis
  - b. Identification of appropriate grant resources
  - c. Grant preparation process
  - d. Grant review and approval process
  - e. Detailed time frame of whole process (a through d)
5. Provide a detailed description of how your organization will perform the following on-call engineering services:
  - a. Feasibility studies and engineering reports for grants
  - b. General Professional services- preparing high-level plans and estimates for grant purposes in any of the following subjects: transportation, parks, facilities, water, wastewater, and storm drainage.
6. Provide a detailed description of your pricing structure. Typical hourly or per project fees

can be included, however the Consultant will be compensated on a per grant written/submitted basis, with the amount/cost structure being mutually agreed to between the Consultant and the City of North Tonawanda.

## B. Evaluation Criteria

1. Proposals will be evaluated on the following criteria:
  - a. Demonstrated knowledge of sources of grant funds available to municipal government
  - b. Demonstrated proficiency in obtaining funds
  - c. Demonstrated capability of project management and completion
  - d. Demonstrated proficiency in the completion of supplemental engineering studies and cost estimating
  - e. Consultant's qualifications and experience
  - f. Consultant's staff qualifications
  - g. Plan provided by Consultant for services
  - h. Cost of services
  - i. Other information provided by Consultant

## C. Interviews

Interviews may be scheduled with selected prospective Consultants as soon as possible after the proposal opening, to permit further evaluation and to allow the City to inquire further into the Consultant's experience on similar projects, willingness to work closely with City staff, thorough understanding of the various aspects of the project, ability to maintain a tight schedule and complete the project on time, within budget and other pertinent matters.

## D. Award

Award will be made to the Consultant that best meets the City of North Tonawanda's needs and requirements. All aspects of evaluation will be taken into consideration in awarding this contract.

## E. Services Requested/Consultants Responsibilities

The following are typical services and/or items that successful Consultant will be required to provide to the City, if it is awarded the Contract, and should be addressed in each Consultant's proposal.

1. Funding Needs Analysis – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority area, identify changes in funding priority areas, and identify new priority areas for funding.
2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the City's funding needs and priorities in the following general areas by way of illustration but not limitation:
  - a. Energy Efficiency
  - b. Infrastructure Development and Maintenance
  - c. Homeland Security
  - d. Technology
  - e. Parks, Recreation and the Arts

- f. Transportation / Highway
- g. Records Management
- h. ADA
- i. Emergency Services/ Public Safety (Police/Fire)
- j. Senior Services
- k. Water/Wastewater

On at least a quarterly basis, provide the City with summaries of potential funding opportunities. Summaries should include, but not be limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

When requested, provide summaries of potential grants and financing resources, including, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

1. On-call Grant Research - In addition to the areas defined above, other areas may also be identified through the Funding Needs Analysis process and throughout the duration of the contract. The scope of work may also include researching grant opportunities identified by the City.
2. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on the behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. An expected fee summary shall be submitted to the City for each individual proposal and an authorization to proceed, prior to performance. A copy of each grant application package submitted for funding, in its entirety, is to be provided to City.
3. Quarterly Reports - The successful consultant shall submit quarterly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.
4. On-Call Engineering Services - The successful consultant shall provide general engineering services associated with the completion of various preliminary engineering reports including feasibility studies, completion of cost estimates, and other engineering details.

#### F. City's Responsibilities

1. The City will reimburse the successful consultant for direct expenses incurred on behalf of the City. The City is not to be invoiced for the cost of support services and general overhead for the operation of the successful consultant's main office (not located in the City).

## NON-COLLUSION BIDDING CERTIFICATE

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (45) forty-five days from the date of opening, to furnish any and all of the items upon which prices are submitted.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

DATE

TELEPHONE #

## APPENDIX A

1. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the Consultant or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the contract without the City's written consent are null and void.
2. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Consultant shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
3. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
4. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its Subconsultants may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its Subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
5. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Consultant warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Consultant further warrants that, at the time Consultant submitted its bid, an authorized and responsible person executed and

delivered to the city a non-collusive bidding certification on Consultant's behalf.

- 6. SET-OFF RIGHTS. The City shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the City's option to withhold for the purposes of set-off any moneys due to the Consultant under this contract up to any amounts due and owing to the City with regard to this contract.
- 7. RECORD-KEEPING REQUIREMENT. The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Staff Accountant or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- 8. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- 9. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- 10. NO ARBITRATION AND SERVICE OF PROCESS. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in the City. Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- 11. BUDGETED FUNDS. This contract is executory only to the extent of funds available and the City shall incur no liability beyond the funds appropriated therefore.
- 12. APPROVAL OF COMMON COUNCIL. This contract is subject to and conditioned upon approval by the City Common Council.
- 13. INCORPORATION. The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

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The City

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Consultant  
(Signature of Authorized Official  
Required)

## APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Consultant" herein refers to any party to the contract, other than the City of North Tonawanda (herein after "City").

- I. The City shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Consultant shall deliver to the City all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the City shall make settlement with the Consultant upon an equitable basis as determined by the City, which shall fix the value of the work which was performed by the Consultant prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Consultant agrees that it will indemnify and save harmless the City from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the Consultant, its agents, employees, or Subconsultants in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the City in defending any suit, including attorneys' fees. Furthermore, at the option of the City, the Consultant shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Consultant shall not be required to indemnify the City for any damage or loss arising out of the negligence or willful misconduct of the City, its agents or employees.
- III.
  - A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information to the City.
  - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Consultant or impair the Consultant's objectivity in performing the work for the City.
  - C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered after award, the Consultant will make a full disclosure in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposes to take, after consultation with the City, to avoid, mitigate, or minimize the actual or potential conflict.

- D. Remedies - The City may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the City, the City may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the City pursuant to this clause.
- E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Consultant must be submitted on forms supplied and approved by the City. Each payment request must contain such items of information and supporting documentation as required by the City, and shall be all inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Consultant under this contract, the Consultant agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Consultant shall have the status of an independent Consultant, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason of this contract. It further agrees that it will not make against the City any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

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The City

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Consultant

(Signature of Authorized Official Required)

## APPENDIX C

## THE CITY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant/permittee hereby agrees to effectuate the naming of the City of North Tonawanda as an unrestricted additional insured on the Consultant's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. The Consultant/permittee must provide an additional insured endorsement. A statement on the Consultant/permittee's insurance certificate that the City of North Tonawanda is an additional insured is not sufficient. The form of the additional insured endorsement must be approved by the City Attorney.
- II. The policy naming the City of North Tonawanda as an additional insured shall:
  - A. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
  - B. Contain a 30-day notice of cancellation;
  - C. State that the organization's coverage shall be primary coverage for the City of North Tonawanda, its Common Council, employees and volunteers. Any insurance or self-insurance as maintained by the City of North Tonawanda shall be in excess of the Consultant's insurance, and shall not contribute with it.
- III. The Consultant/permittee agrees to indemnify the City of North Tonawanda for any applicable deductibles or self-insurance reserves.
- IV. Required Insurance:
  - A. Commercial General Liability Insurance  
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
  - B. Automobile Liability  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - C. Workers' Compensation  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - D. Owners Consultants Protective Insurance (Generally required only for construction contracts. Contact the City Attorney for determination of necessity.)  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the City of North Tonawanda as the named insured.
  - E. Professional Errors and Omissions Insurance (If professional service contract)  
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the Consultant.

- V. Consultant/permittee acknowledges that failure to obtain such insurance on behalf of the City of North Tonawanda constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant/permittee is to provide the City of North Tonawanda with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the City of North Tonawanda to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the City.
- VI. 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 Consultant shall upon notice to that effect from the City, promptly obtain approval and submit a certificate thereof. Upon failure of the Consultant 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 Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant 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 liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the City.

The City reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the City within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The Consultant/permittee shall file with the City Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- A. Name and address of insured
- B. Issue date of certificate
- C. Insurance company name
- D. Type of coverage in effect
- E. Policy number
- F. Inception and expiration dates of policies included on certificate
- G. Limits of liability for all policies included on certificate
- H. Certificate holder shall be City of North Tonawanda, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120.
- I. Description of contract for which insurance is being provided.
- J. Insurance agents name, address and phone number.

\_\_\_\_\_  
 Consultant  
 (Signature of Authorized Official Required)

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 Date