



REQUEST FOR PROPOSALS

Regional Economic Analysis of Housing Needs
for Clinton, Essex, Franklin, and Hamilton Counties of
New York State

PROCUREMENT ID # LCLGRP-04-21

1.0 Purpose and Intent

The Lake-Champlain Lake George Regional Planning Board (LCLGRP) is seeking responses from qualified firms to this Request for Proposals (RFP) to provide data collection and analysis, and planning support and assistance to LCLGRP staff for the creation a Regional Economic Analysis of Housing Needs for the counties of Clinton, Essex, Hamilton and Franklin, New York. The goal of this analysis is to gather and analyze local and regional data that will help identify the critical housing issues facing the four-county region and to create innovative regional and localized strategies to address these issues. The results of this study will help elected officials, stakeholders, and community members to develop a meaningful sense of the housing market and understanding of key housing issues and how they impact the region and provide a basis for formulating community-specific housing priorities, policy alternatives and intervention strategies.

2.0 Receipt of Proposals

Proposers may submit Proposals by hand-delivery, mail, or electronic mail no later than **January 24, 2022 at 3:00 pm EST**. Late proposals will not be considered. Faxed proposals will not be accepted.

Electronic mail submission is preferable, and proposers must submit one combined pdf file to info@lclgrpb.org. Proposals delivered by mail or hand-delivered require two (2) print copies of the proposal and a thumb drive with a digital version (pdf) of the proposal. Proposal must be received in a sealed envelope marked **“Proposal Enclosed – Procurement ID # LCLGRP-04-21 and Regional Economic Analysis of Housing Needs”** at the following address:

Lake Champlain - Lake George Regional Planning Board
Attn: Beth Gilles, Director
1 Lower Amherst Street
PO Box 765
Lake George, NY 12845

Submissions received by electronic mail must have the proposal attached as a single PDF document with the subject line **“Proposal Enclosed — Procurement ID # LCLGRP-04-21 and Regional Economic Analysis of Housing Needs.”**

All proposals must be submitted in accordance with the terms and specifications. *NYS Certified Minority and Women Owned Business (MWBE) and/or Service-Disabled Veteran-Owned Businesses (SDVOB) are encouraged to apply.*

Questions regarding these specifications shall be directed to Allison Gaddy, Senior Planner, no later than December 31, 2021 at 3:00 pm EST, by e-mailing to info@lclgrpb.org. All questions must be submitted in

writing. Responses to any questions will be provided by written addenda posted to the website at www.lclgrp.org. LCLGRP shall not be bound by any verbal responses.

3.0 Scope of Work

Housing is an economic imperative identified in the LCLGRP's Forward Together Initiative (www.lclgrp.org/forward-together-initiative/). This regional economic analysis of housing needs will cover the four-county region of Clinton, Essex, Hamilton, and Franklin Counties located in the northeastern portion of New York State. The four counties are rural in nature, and all are located wholly or partially within the Adirondack State Park.

Housing is a foundational asset of the region's infrastructure, needed to support the area's businesses, residents, and workforce. The shortage of available, quality workforce housing has been cited across the region for years. During the 10-year span from 2010 to 2020, the average single family home price across the four counties increased by 40%. This is approximately double the rate of growth of the median household income during the same time. More recently, the increase of short-term rentals and second home purchases have led to skyrocketing housing prices, with the average sales price increasing by 91% between 2020 and 2021. This rapid rise in housing prices has created major gaps in affordable workforce housing that require innovated, regional strategies and solutions to overcome.

Existing housing programs in the region are largely focused on income-restricted housing and do not address the need for housing for a larger range of income levels. New and innovated solutions to expand housing options for a range of income levels are needed. This analysis will focus on housing needs and solutions for households earning 60% - 120% AMI.

LCLGRP seeks qualified consultants to provide data, technical reports and planning support and assistance to inform the creation of a four county regional housing needs assessment. Tasks may include, but are not limited to:

- **Gathering and analyzing demographic, geographic, and economic data** including but not limited to jobs, wages, income, commuting patterns, population, and household trends.
- **Compiling housing stock data:** Including age and condition of existing housing stock, home values, rental rates, housing affordability, seasonal and vacation homes, occupancy rates, types of housing (single family, two family, multi-family, owner-occupied, rental), and identification of gaps in the housing fabric of the region and how it has changed in recent years.
- **Conduct housing needs analysis:** Conduct an analysis of housing needs across the region for key income/demographic brackets using area median income (AMI). Identify current unmet housing needs for moderate income and workforce-level housing. This analysis will assist with quantifying the number of housing units, rental and for sale, currently available and housing used needed in the market, price point, number of bedrooms.
- **Support with community and stakeholder outreach:** Work with LCLGRP staff to create and distribute community and stakeholder survey and interviews. Support LCLGRP staff with focus groups and community outreach events (may be virtual or in-person please include both options in cost estimates).

- **Implementation Strategy and Recommendations** – Work with LCLGRP staff to identify strategies and actions for the region to address the workforce housing crisis. This section should include both policy and programmatic recommendations.

4.0 Project Schedule

A project schedule is outlined below:

Issues request for proposals	December 8, 2021
Question submission deadline	December 22, 2021
Proposal submission deadline	January 24, 2022
Selection of consultant	February 18, 2022
Contract Execution	February 28, 2022
Contract Period	March 1, 2022 – April 30, 2023

NO EXTENSIONS ON THE CONTRACT PERIOD WILL BE GRANTED.

5.0 Submission Requirements

The LCLGRP requests the following items from all respondents:

1. Complete and submit all forms including the Proposal Summary and Fee Proposal forms and non-collusive bidding certificate.
2. A formal written presentation of qualifications of the firm and consulting team including:
 - List and resumes of officers, directors, and partners of the firm.
 - List of resumes of the proposed project manager and other project team members. At least one primary staff contact should be identified that would serve as a project manager.
 - List of any professionals not associated with the firm (including consulting engineers and other consultants) to be used as consultant on the project, their qualifications, resumes and contribution to the project.
 - A description of the current level of the firm’s activity and the resulting resources available for this project.
 - A description of similar studies completed by the firm in the past five years.
 - List of at least five (5) clients served within the past three (3) years and the name of individuals, with addresses and telephone numbers, who can be contacted as references.
 - Demonstration of meaningful DBE/MBE/WBE/SDVOB participation will also yield a competitive advantage for applicants during the selection process.
3. A formal written proposal and work plan that includes:

- The firm's understanding of the project.
- A demonstration of the expertise required for the successful completion of the project.
- A detailed scope of work including a description of the technical approach to the project, an outline of the sequence of task, and major benchmarks, including examples of charts, maps, and reporting schedules which will be used to present the information requested.
- A detailed explanation of the methodology and tools that will be used.
- The anticipated timetable and cost for the completion of each phase of the project.
- An organizational chart for each phase including the names and titles of all people involved. Include with the organizational chart, the proposed staffing allocation (including support staff) to ensure that tasks are accomplished in a timely manner.
- Any other information the proposer may feel is appropriate to assist in making a selection, including market brochures, sample reports, testimonials and communication.
- Proposed scope alternatives and costs are accepted.

6.0 Schedule of Fees and Payment for Services

All payment for services will be based upon the completion and acceptance by the LCLGRP of each element of the project scope of work as presented by the consultant in the Fee Proposal Form.

At all times the LCLGRP, reserves the right to terminate the agreement upon thirty (30) days written notice to the consultant, or in the event of non-compliance, immediately terminate.

7.0 Proposal Evaluation

Respondents will be evaluated based on their presentation of information documenting a clear understanding of the project scope, a detailed presentation of a project execution plan, references, technical merit, expertise, project organization, project team, project timeline, knowledge of the region, and prior successful experience on projects of a similar nature.

Firms responding to this RFP may be asked to provide, via video conference, an oral presentation about their team, proposal concepts, and clarify or elaborate on their proposal.

8.0 Award

The right is reserved, as the interest of the LCLGRP may require, to reject any or all proposals and to waive any or all informalities or irregularities in proposals received. The LCLGRP will award the contract to the firm best meeting the specifications and conditions in the RFP and who is determined to have offered the most advantageous proposal to LCLGRP. The LCLGRP reserves the right to reduce the required scope of services during any phase of the project work. A reduction in the scope of services shall result in a proportionate reduction in fee. Any reduction in fee shall be negotiated to the mutual satisfaction of the LCLGRP and consultants prior to removing any services from an Agreement.

Expenses incurred in the preparation of proposals shall be borne by the submitting firm with the express understanding that the firm shall not apply to the LCLGRP for reimbursement for those expenses.

Proposals shall not be returned to the firm once submitted and the LCLGRP may dispose of them in any way it sees fit.

9.0 Compliance

All participants in this project must comply with all federal, state, and local contract requirements. This project is being funded in part through a grant awarded by the Northern Borders Regional Commission. This project requires compliance with all laws associated with this agency.

10.0 Confidentiality of Data

The data collected for this project is being obtained with public funds and is therefore considered to be public data. The LCLGRP should have the ability to utilize the data for any purposes including public disclosure if we so determine. Please note any issues with this statement in your proposals. The LCLGRP may exclude companies that consider this information to be confidential.

11.0 RFP General Terms and Conditions

- A. The Consultant selected shall be required to furnish an engagement letter and/or execute an agreement. The terms of such engagement letter or agreement is subject to discussion and agreement but is anticipated to include the following:
 1. Inclusion of a scope of services similar to that set forth in this Request for Proposals unless modified upon agreement by the LCLGRP.
 2. A provision shall be included, which allows LCLGRP to terminate services at any time upon thirty (30) days written notice, or in the instance of non-compliance, immediately.
 3. To the extent allowed under law or not prohibited by the contract, a credit of the fee payable shall be provided in the event that services are terminated and/or deleted.
 4. Insurance coverage satisfactory to the LCLGRP. In order to be considered for selection to provide the services requested by this RFP, the Contractor submitting the proposal must agree to not limit professional, general or other liability to an amount less than the limits of the required insurance coverage.
 5. A provision that requires all services performed under a contract awarded to the successful Contractor shall conform to prevailing professional or provider standards and to the requirements of the contract. Upon written notice of any defect from the LCLGRP, the Contractor will be expected to correct or re- perform any defective or nonconforming services at no cost to LCLGRP. If the Contractor fails or refuses to correct or re-perform, the LCLGRP shall be entitled to any remedy that may be provided for under the contract, and in any event, that may be authorized by law.
 6. A provision requiring the Contractor to defend, indemnify and hold harmless the LCLGRP with regard to any negligent acts or omissions or malfeasance with regard to the services performed or to be performed.
 7. The successful Contractor shall indemnify and hold harmless the LCLGRP, their officers, directors, agents and employees from, and against any and all claims, notices

of claim, demands or causes of action for injury or death to any person, including Contractor's employees or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising, directly or indirectly, out of or resulting from, the performance of the Contractor's work or any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance by the Contractor, its employees, agents, materialmen, suppliers and/or subcontractors in the performance of its obligations under the agreement. The LCLGRP and the Contractor shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions. If this indemnity, or any part thereof, is made void or otherwise impaired by any law controlling construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification in whole or in part to the fullest extent permitted by law.

8. A provision requiring the Contractor to assume sole responsibility for completing services as requested and the Contractor may not assign the work to be performed without the consent of the LCLGRP, which consent shall rest in the sole discretion of the LCLGRP.
 9. A provision providing that the Contractor shall not be deemed an agent of the LCLGRP for any purpose whatsoever.
 10. Inclusion of such other terms and conditions that may be required pursuant to Federal or State Law, Regulation and/or by the LCLGRP Attorney.
- B. Please note that retention of services by reason of this RFP is not certain. The right to reject any and all proposals, solicit new or additional proposals or perform some or all of the services in-house or by using services available from professionals currently under contract are retained at all times, even after proposals have been reviewed and considered.
- C. Additional information, interviews and/or presentations may be required at the option of LCLGRP. In no event shall the LCLGRP, its Boards, Officers and employees be liable for any costs incurred for the preparation of and participation in the submission of responses to this request or subsequent interviews of persons or companies.
- D. It is the Contractor's sole responsibility to be familiar with and understand all terms and conditions regarding the RFP before the opening. Any questions should be submitted in writing to the contact person listed above and, if relevant, should cite the section and page number of the RFP document relating to the question raised by the Contractor. Answers to all questions of a substantive nature will be given to all Contractors as a formal addendum which will be annexed to and become part of the RFP. Please be advised that LCLGRP shall not be bound by any verbal response by any LCLGRP employee which is not confirmed in writing.
- E. LCLGRP reserves the right to waive or modify minor irregularities in proposals received, utilize any and all ideas submitted in the proposals unless those ideas are covered by legal patent or proprietary rights and generally adapt any or all of the proposal in developing contract language. With regard to legal patent or proprietary rights, it shall be incumbent upon the party furnishing the proposal to notify the LCLGRP of such.

- F. Nothing contained herein shall be deemed an offer by the LCLGRP or be interpreted as making a representation or giving any assurances that a contract may be entered into or that LCLGRP is in some fashion obligated. Should LCLGRP be unsuccessful in negotiating a contract with the Contractor within the time frame acceptable to LCLGRP, the LCLGRP may begin contract negotiations with another Contractor responding to the RFP, reject all RFPs, re-advertise, or take such other action as may be deemed appropriate.
- G. Proposals will not be returned once submitted, and the LCLGRP may dispose of the same in any manner allowed under law.
- H. Submission of the proposal to LCLGRP shall be deemed consent for the proposals to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets, as affecting present or imminent contract awards, or other information allowed to be kept confidential pursuant to the Section 87 of the Public Officer's Law of the State of New York. In order to designate information as confidential, the Contractor submitting the proposal must highlight the information and inform the LCLGRP of its desire to keep that information confidential in a letter transmitting the proposal. Whether the information designated by the Contractor is allowed to be kept confidential pursuant to New York State Laws shall be determined by the Director upon consultation with the LCLGRP Attorney and notice of such determination shall be made to the Provider prior to the release of the information to afford the service provider an opportunity to appeal the decision.
- I. LCLGRP reserves the right to make any investigation deemed necessary to determine Contractor qualifications and responsibility. The Contractor shall furnish to the LCLGRP, upon request, all data pertinent thereto.
- J. Submission of a proposal constitutes agreement to all terms and conditions set forth herein. By submitting a signed proposal, the Contractor a) warrants that the contents of its proposal are accurate and binding upon the Contractor; b) represents that its staff is knowledgeable about the services to be provided as identified in this RFP; and c) warrants that it will use reasonable and appropriate efforts to provide such services in a professional and timely manner. In addition, the Contractor further warrants that it has become sufficiently acquainted with the conditions, facts, and circumstances relating to providing the requested services. Failure or omission of the Contractor to adequately acquaint itself with existing conditions, facts and circumstances shall not in any way relieve it of any obligations with respect to this RFP.
- K. To the extent required by 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 Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, gender identity or expression, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim 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, Contractor agrees that neither it nor its subcontractors 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, Contractor agrees that neither it nor its subcontractors 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. Contractor is subject to fines of \$50 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.

- L. LCLGRP reserves the right to allow all municipal and not-for-profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the LCLGRP and the vendor.

PROPOSAL SUMMARY

Consultant

Company: _____

Address: _____

Contact Person: _____

Phone/Fax: _____

Email Address: _____

Other Project Team Members

List by Firm: _____

Total Fee: _____

Date: _____

Lake Champlain – Lake George Regional Planning Board

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Fee Proposal Form

Consultant: _____

<u>Tasks</u>	<u>Estimated Hours</u>	<u>Costs</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
	TOTAL FEE:	_____

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NON-COLLUSIVE BIDDING CERTIFICATE

State of _____ }

County of _____ }

_____, being duly sworn, deposes and says:(a) 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 thereto 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.
- (b) If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, it must be impressed with the corporate seal, signed by an officer of that corporation, or other person authorized by resolution of the Board of Directors, and in such case, **a copy of the resolution must be attached**; if a partnership, it must be signed by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the LCLGRP.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

Individual Bidder

(Corporate Seal)

Co – Partnership

By: _____
Partner

Corporation

(notary stamp)
Sworn to before me this
_____ day of _____, 20__

By: _____
Corporate Officer - Title

