

**NOTICE OF REQUEST FOR PROPOSALS**  
**REGARDING GRANT WRITERS**

The Town of Stony Point, NY provides this Notice that a Request for Proposals Regarding Grant Writers is available for any interested persons at the Town of Stony Point Town Hall, 74 East Main Street, Stony Point, NY 10980. The Request for Proposals requires a response by February 26, 2010.

Joan Skinner  
Town Clerk

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**TOWN OF STONY POINT, NEW YORK**

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***REQUEST FOR QUALIFICATIONS AND PROPOSALS***

**REGARDING**

***GRANT WRITERS  
FOR THE TOWN OF STONY POINT, NEW YORK***

***RE-ISSUE DATE: January 12, 2010***

***Response Due: February 26, 2010***

***THE TOWN OF STONY POINT, NEW YORK***

***74 East Main Street***

***Stony Point, New York 10980***

***(845) 786-2716***

## **REQUEST FOR PROPOSALS**

This Request for Qualifications Proposals ("RFP") is issued by the **TOWN OF STONY POINT, NEW YORK ("Town")** to determine the eligibility of experienced Grant Writers to provide services for the Town of Stony Point. The purpose of this RFP is to establish the identity of individuals and organizations that are qualified for this service. (These persons or entities responding shall be referred to as "Respondents").

### **I. INTRODUCTION**

The Town of Stony Point, New York ("Town"), desires professional grant writing services to assist the Town Board and other Town Boards or officials as necessary. The Town as a municipal entity has many requirements for grant writer services and only the most qualified professionals who provide the most effective and economic services will be selected.

### **II. WORK DESCRIPTION**

General work will be at making applications for grants from any and all sources for the Town.

### **III. CONSIDERATIONS OF PROPOSALS**

Proposals must be received no later than February 26, 2010 at 2:00 o'clock p.m. The Town Board will evaluate the proposals. The Town Board will make a determination based upon the experience and qualifications of the Respondent and approach to services. The Respondent will be awarded a contract to provide such services on or after February 26, 2010.

### **IV. REQUEST FOR PROPOSAL PROCESS**

#### **A. Submission of Applications**

On or before the submission deadline, Respondents must submit their qualifications for Grant Writing Services and any Proposals in accordance with the instructions contained herein. Submission of Qualifications and proposals shall be deemed to be permission by the Respondent for Town to make inquiries concerning the Respondent as deemed necessary by the Town.

#### **B. Review and Selection**

Respondents must make proper and timely submissions to be considered. **FAILURE TO MEET ANY REQUIREMENT SET FORTH HEREIN OR SUBSEQUENTLY DETERMINED OR TO PROVIDE THE COMPLETE INFORMATION REQUIRED WILL DISQUALIFY THE RESPONDENT FROM CONSIDERATION FOR THIS PROJECT.**

All Respondents will be rated according to competitive selection criteria described in Section V.

The Town reserves its right to disapprove the inclusion of any or all members of the Respondent's team and to require selected Respondents to substitute other individuals or firms.

## **V. SELECTION CRITERIA**

### **A. Threshold Criteria**

- (1) Prior grant writing experience;
- (2) Prior success in obtaining grants;
- (3) Responsiveness in working with clients

## **VI. SUBMISSION REQUIREMENTS**

### **Contents of Proposal**

Seven originals and five copies of each application and supporting documentation shall be submitted to the Town on or before February 26, 2010 at 2:00 o'clock p.m. The original applications must be signed by an authorized representative of the Respondent.

(1) A completed statement of the Respondent's organization, principal officers and principal offices.

(2) A complete statement of any grant writer experience of the Respondent. List significant grant writing projects completed within the last five years.

(3) A complete statement of any Principal's experience in this type of Project.

(4) Litigation history of the Respondent for the past five years where the Respondent has been either a Plaintiff or a Defendant, the amount of money involved in the dispute and the outcome.

(5) Resumes for proposed primary principals involved and staff members who would work on this Project.

(6) All Respondents must submit a detailed statement of the services to be performed and the costs and fees anticipated to be incurred as well as the time for completion of the proposal by the firm selected for this Project.

### **Note: Application Submission**

All applications become the property of the Town. The Town reserves its right to ask for additional information. Submissions will be promptly reviewed by the Town. Interviews and/or additional information may be requested by the Town. In order to be considered for designation, applications must be submitted to the Town Clerk by February 26, 2010 at 2:00 o'clock p.m.

Seven original and five copies of the applications must be delivered **by express mail, overnight delivery** to:

Town of Stony Point  
Office of the Town Clerk  
74 East Main Street  
Stony Point, New York 10980

**VII. TERMS AND CONDITIONS**

This RFP is subject to the specific conditions, terms and limitations stated below:

- A. Any work under this Project shall be made to conform to, and be subject to, the provisions of the Town, and all other applicable laws, rules, regulations and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.
- B. The Town is not obligated to pay, nor shall it in fact pay any losses incurred by any Respondent, including the cost of responding to this RFP, at any time.
- C. The Town reserves its right to reject at any time any or all submissions and/or withdraw this RFP in whole or in part, to negotiate with one or more qualified Respondent. Likewise, the Town reserves its right, at any time, to waive compliance with, or change any of the terms and conditions of this RFP and to entertain modifications and additions to the applications of the qualified Respondent.
- D. Selection of a Respondent for this Project will not create any rights on the Respondent's part, including without limitation, rights of enforcement, equity or reimbursement.
- E. This RFP and any agreement or documents resulting there from are subject to all applicable laws, rules and regulations promulgated by any federal, state or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
- F. This RFP does not represent any obligation or agreement on the part of the Town which may only be incurred or entered into by written agreement which has been (i) approved as to form by the Town; (ii) approved by the Town Board of Members; and (iii) duly executed by the Respondent and the Town. This RFP does not represent any obligation or agreement on the part of the Town, which may only be incurred or entered into by written agreement which has been executed by a Town official with delegated authority for such action.

- G. Respondent will disclose all direct and indirect, actual or potential conflicts of interest it or any of Respondent's personnel may have with the Town. Respondent agrees to promptly inform the Town in writing of any direct or indirect conflicts of interest at any time. A "direct or indirect conflict" is defined as any situation in which an individual has or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the Town whether because of a proposed contract or transaction to which the Town which may be a party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests of affairs.
- H. All finalists to this RFP will be required to consent to a combined Criminal Record and Credit Check. The Town's Consent Agreement to proceed with these checks will be provided to bidders at the same time they are notified that they have been selected as a finalist. If based upon a criminal record or credit check, the Town has any concern regarding finalist, in the Town's sole discretion, the Town may decline to consider Respondent any further under this RFP.
- I. Respondent shall clearly identify portions of their proposals that they do not want revealed to third parties and label such portions as "Confidential." The Town will not accept proposals or other documents that are marked to indicate the entire document is the confidential or proprietary information of the sender or that restricted handling is required. Normal business practices will be observed in handling proposal materials.
- J. All materials submitted in response to this RFP shall become the property of the Town and shall not be returned to the Respondent.
- K. The Town reserves its right to reject any and all proposals to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part if it is deemed in the Town's best interest. The Town may also choose to negotiate any of the details of proposals prior to contracting.
- L. No verbal agreement or conversation made or had at any time with any director, officer, agent, attorney or employee of the Town nor any oral representation by such party shall add to, detract from, affect or modify the terms of the RFP, unless specifically included in a written addendum issued by the Town.
- M. Elaborate statements of proposals are discouraged. Legibility, clarity and completeness are essential
- N. All inquiries regarding this RFP shall be directed in writing.

- O. Similarly, Respondents are discouraged from contacting the Town officials to discuss issues raised by this RFP. Such inquiries should be directed in writing to the Town at the address set forth on the front page of the document.
- P. This RFP does not commit the Town or any other entity to issue any other document or make any award.
- Q. This RFP is not intended and shall not be construed to commit the Town to procure or to contract for any services.
- R. The Town reserves its right to negotiate an Agreement with any Respondent to this RFP for one or more projects without issuing any RFP.
- S. All costs incurred in connection with responding to this RFP and any subsequent RFP will be borne solely by the Respondent.
- T. The Town reserves its right in its sole discretion to reject, for any reason, any and all responses and to eliminate any and all Respondents responding to this RFP from further consideration of this project site.
- U. The Town reserves its right to eliminate any Respondent who submits incomplete, inaccurate or inadequate responses or is not responsive to the requirements of this RFP.
- V. The Town solely in its discretion reserves the right to determine Respondents who are qualified.
- W. The Town may qualify Respondents or accept proposals from those whose responses contain immaterial deviations from this RFP.
- X. The Town reserves its right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information, or to withdraw this RFP at any time.
- Y. The Town may in its discretion, waive any provision herein as it deems in the best interests of the project and/or of the Town.
- Z. All Proposal Statements become the property of the Town and will not be returned and may be made available to the public.
- AA. All activities related to development of the project site will be subject to all applicable Federal, State and local laws, regulations, rules and/or requirements.
- BB. Any and all Proposal Statements not received on or as requested time may be rejected.

- CC. The Town reserves its right to visit any of the projects referenced in the Respondent's Response and to observe the operations of such projects at a mutually agreeable with time and the cost of such visit shall be borne by the Respondent.
- DD. The Respondent must answer written or other questions and attend an interview with the Town, if so required by the Town.
- EE. The formation of a joint venture after qualification, and any change in a prequalified joint venture or Respondent, will be subject to the written approval of the Town and may be denied if: (i) after a partner's withdrawal and the remaining partners do not meet the qualifying requirements; (ii) the new partners are not qualified, individually or as another joint venture; or (iii) in the opinion of the Town a substantial reduction in ability to develop the Project may result.
- FF. The Town reserves its right to permit a Respondent to remain in the procurement process as long as it is able to demonstrate that it meets the Qualification Criteria set forth herein.

**VIII. REPRESENTATIONS BY RESPONDENT**

By responding to this RFP, each Respondent will be deemed to represent, acknowledge and consent to the Town that it has read all of the provisions of this RFP and fully understands after an opportunity to consult with the Respondent's counsel and others of the accuracy of the information that will be provided pursuant to this RFP. The Respondent also agrees to indemnify and hold harmless the Town, its directors, officers, employees, agents and others working with the Town from any claims or demands whatsoever. The Respondent also agrees that in the event the Respondent institutes any litigation or makes any claims against the Town, its directors, officers, agents or employees that the Respondent will pay the reasonable cost for any attorney's fees incurred by the Town including costs and disbursements in defense of the Town, its directors, officers, agents and employees. In connection with this RFP, the Respondent provides the following responses.

Has any Principal, Officer or Agent identified in this questionnaire, or any organization in which the Principal is or was a general partner, corporate officer, member or employee, or owned more than 20% of the shares of the entity been the subject of any of the following:

	<u>Yes</u>	<u>No</u>
1. Default on any contract obligation or agreement of any kind or nature entered into with any governmental or municipal authority?	_____	_____

	<u>Yes</u>	<u>No</u>
2. In the past five (5) years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any governmental agency?	_____	_____
3. In the last seven (7) years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?	_____	_____
4. In the last five (5) years, failed to file any required tax returns or failed to pay any applicable Federal, State of New York or Town taxes or other charges?	_____	_____
5. Been convicted of fraud, bribery, tax evasion or larceny?	_____	_____

*If the answer to any questions is yes, provide the following information in a separate attachment about each instance: name of Principal; names of organizations, or corporations; Principal's status in the organization (e.g. officer); date of the action; and current status or disposition.*

**IX. SIGNATURE AND ACKNOWLEDGMENT**

Responses to the RFP are hereby made under the penalties of perjury:

Name of Entity

\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF NEW YORK**    )  
  )ss.:  
**COUNTY OF**                    )

On this    day of                    , 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public