

**TOWN OF YORKTOWN
WESTCHESTER COUNTY, NEW YORK
REQUEST FOR PROPOSALS TO OVERSEE THE
MARKETING, WAITING LIST, ELIGIBILITY,
SALES AND RENTALS FOR THE YORKTOWN
AFFORDABLE HOUSING PROGRAM**

NOTICE IS HERE GIVEN, that sealed proposals will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 10:00 AM on Thursday, November 20, 2025 at Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598 for affordable housing management services.

Copies of the Request for Proposal Documents will be available in the office of the Town Clerk located at said Town Hall or on the Town's website, www.yorktownny.org under "Bids and RFPs" and on BidNet Direct, www.bidnet.com. All completed proposals must be labeled "RFP: Affordable Housing Management Services" and must be accompanied with an executed non-collusive bidding certificate and disclosure of relationships to the Town.

The proposer assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the proposer assumes the responsibility for having bids in on the day, time, and place specified above.

The Town reserves the right to waive any informalities in the proposals, to reject any or all proposals, and reserves the right to accept that proposal which it deems most favorable to the interests of the Town of Yorktown.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

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AFFORDABLE HOUSING PROGRAM**

The Town of Yorktown will receive proposals from service companies and the like for the provision of affordable housing management services.

SCOPE OF PROJECT

Oversee the marketing, waiting list, eligibility, sales and rentals for the Yorktown Affordable Housing Program

All work will be done in conformance with fair housing and equal housing opportunity laws and regulations, and in compliance with local zoning regulations regarding affordable housing, including but not limited to Section 300-39 of the Article VII of the zoning code of the Town of Yorktown (referred to herein as “Section 300-39”).

- A. Overseeing Marketing. All affordable housing units under the Town of Yorktown’s Affordable Housing Program shall be broadly marketed in a fair and affirmative manner. Such marketing shall include notification to the County of Westchester’s Homeseeker website.
- B. Maintaining Waiting List. Waiting lists for affordable homeownership and for affordable rental housing shall be maintained and updated annually. Pre-applications received shall be added to the waiting list, with the date and time of receipt of the pre-application noted. Upon direction of the Yorktown Community Housing Board (“YCHB”), the order on the list shall be determined either by lottery or by the date and time of the pre-applications.
- C. Determining Eligibility. In the event of the availability of a unit, eligibility will be determined by screening of the applicants at the top of the waiting list in accordance with the eligibility criteria specified in Section 300-39. A sufficient number of applicants will be screened until an eligible household is selected who wishes to rent or purchase the available affordable housing unit. Screening will consist of obtaining verifications of all of the household members, and their income and assets. Household size will be verified to ensure compliance with the Occupancy Standards for the available unit size, as detailed in Section 300-39. For affordable rental units, annual income eligibility screening will be performed to ensure continued eligibility to reside in the unit per the eligibility criteria in Section 300-39.
- D. Liaison with Owners and with the Town of Yorktown. All necessary communication will be done with the property owners to coordinate the referral of eligible households, and the owners’ leasing, and renewal of leases to ensure the owners’ compliance with the Yorktown Affordable Housing Program . Copies of leases shall be obtained from the owners of affordable rental housing to ensure compliance with the rent and lease term detailed in Section 300-39. Communication will be maintained with the owner

and applicants for sale of affordable homeownership units until the sale is consummated in accordance with the requirements of Section 300-39. Communication will be maintained with the YCHB to report activity on at least a monthly basis. The YCHB shall communicate the rents and sale prices in accordance with Section 300-39.

INSURANCE

Prior to commencement of any work and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier, and all consultants and/or material suppliers that will be active at the site at any time during the Lease period.

1. Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - a. Premises & Operations;
 - b. Products/Completed Operations;
 - c. Independent Contractors;
 - d. Personal & Advertising Injury;
 - e. Blanket Contractual Liability;
 - f. XCU;
 - g. Town and its assigns, officers, employees, elected officials, attorneys, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - h. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town, assigns, officers, employees, elected officials, attorneys, representatives and agents.
 - i. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - j. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - k. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
2. Worker’s Compensation and Employers Liability Policy, covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to

be included.

3. N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.
4. Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
 - a. Town and its assigns, officers, employees, elected officials, attorneys, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - b. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town, assigns, officers, employees, elected officials, attorneys, representatives and agents. Coverage shall apply on a primary and non-contributory basis, including any self-insured retentions
5. Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town. Policies that lapse and/or expire during term of work shall be recertified and received by the Town no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Town Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town as an Additional Insured by endorsement. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The failure of the Town to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the proposal terms.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

SUBCONTRACTING

Except as to the extent contemplated herein, in the response and permitted in the contract, the contract will prohibit the assignment or subcontracting without the Town's express prior written approval, which will not be unreasonably withheld.

INDEMNIFICATION

The contract will require that the contractor defend, hold harmless and indemnify the Town and its officers, elected officials, attorneys, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising directly or indirectly from the work, the contractor or any subcontractor performance, or by anyone who supplies materials for the Project.

Specifically, the Proposer will be required to agree to the following language:

(a) that it shall indemnify and hold harmless the Town, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this agreement, including without limitation, implementation of the Project, and of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, including without limitation, implementation of the Town and to bear all other costs and expenses related thereto; and

(c) in the event the Contractor does not provide the above defense and indemnification to the Town, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provisions, then the Contractor shall reimburse the Town's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

COMPLIANCE WITH LAWS

The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

GOVERNING LAW, VENUE

All contracts entered into by the Town shall be governed by the Laws of the State of New York, without effect to its conflict of laws provisions. Any disputes shall be resolved within the venue of the State of New York.

SUBMISSION REQUIREMENTS

Interested Proposers must submit the following:

1. Plan for performing the services.
2. The fee structure proposed for providing the services.
3. Proof of insurance.
4. A non-collusion certification as required by General Municipal Law Section 103(d).
5. A disclosure of relationships to the Town of Yorktown.

EVALUATION CRITERIA

In selecting the Proposer(s) with whom to commence contract negotiations, and in ultimately awarding any agreement resulting from this solicitation, the Town will choose the response that it determines, in its sole discretion, is most advantageous to the Town.

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. While financial terms will be a factor in consideration of the responses, it is not the sole criterion.

1. Experience and Qualifications of Proposer.
2. Financial proposal.
3. Plan.
4. A determination that the respondent has submitted a complete and responsive response as required by this solicitation, including the non-collusion certification as required by General Municipal Law Section 103(d) and a disclosure of relationships to the Town of Yorktown.

These instructions outline the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

RESERVATIONS

The Town reserves the right to reject any or all proposals, or any part of a proposal, and to select the proposal deemed to be in the best interest of the Town. It is the Town of Yorktown's intention that the Contract(s) will be awarded based on a combination of qualifications and financial benefit to the Town. The Town of Yorktown reserves the right to select a proposal other than the proposal with the lowest cost, pursue some aspects of a proposal and not others, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all. The Town reserves the right to re-advertise for Proposals.

PROPOSAL SUBMISSION INFORMATION

Sealed proposals must be received by the Town Clerk at the Office of the Town Clerk, Town Hall, 363 Underhill Avenue, Yorktown Heights, New York 10598 by 2:00 P.M. on _____, 2025.

This request for proposal will be posted on the Town of Yorktown's website at www.yorktownny.org.

The Town is not responsible for any internal or external delivery delays that may cause the proposal to arrive beyond the deadline. To be considered, a proposal MUST arrive at the Town Clerk address specified herein and have a time stamp showing that it was submitted prior to the deadline.

No response will be accepted from, nor any agreement awarded to, any respondent that is in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any respondent that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

**NO COMMUNICATIONS OF ANY KIND BY THE TOWN DURING THIS
PROCUREMENT PROCESS WILL BE BINDING AGAINST THE TOWN WITH
RESPECT TO THIS SOLICITATION.**

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, Proposer and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices in this proposal 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 Proposer or with any competitor;

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

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

A proposal shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Proposer: _____

(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

Sworn to me before this _____ day of _____ 2025

(Notary Public)

TOWN OF YORKTOWN

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF YORKTOWN

Name of Proposer: _____

Address: _____

Telephone No.: _____ Fax No.: _____

The Reporting Entity is (please check one):

Individual _____ Corporation _____ Partnership _____

A.) Related Employees: Are any of the employees that you will use to carry out this contract with the Town of Yorktown also an officer or employee of the Town of Yorktown, or the spouse, or the child or a dependent of a Town officer or employee?

Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse an officer or employee of the Town?

Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as a result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee;

and

d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes _____ No _____

I am the _____ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature: _____ Print Name: _____
Print Title: _____

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

Sworn to me before this _____ day of _____ 2025