

**INVITATION FOR BID  
#RFP2025-1**

**Notice to Bidders**

**CONSULTANT SERVICES FOR OCR FUNDS PROJECTS**

**NIAGARA COUNTY DEVELOPMENT CORPORATION  
6311 INDUCON CORPORATE DRIVE, SUITE 1  
SANBORN, NY 14132**

**BIDS DUE: February 20, 2025  
2:00 p.m.**

**Niagara County Development Corporation  
6311 Inducon Corporate Drive, Suite 1  
Sanborn, NY 14132  
Susan Barone  
Grants, Loans & Compliance Manager  
(716) 278-8763**

## **INVITATION FOR BIDS**

Niagara County Development Corporation (NCDC), whose offices are located at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132, hereby invites the submission of sealed bids for Consultant Services for OCR funds.

Specifications and bid forms may be obtained on our website at <https://www.niagaracountybusiness.com/ncida-request-for-proposals> or on the New York State Contract Reporter.

All bids will be publicly opened and read in the Board Room of said offices on **February 20, 2025 at 2:00 p.m.**

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**CONSULTING SERVICES FOR OCR FUNDING PROJECTS**

**INSTRUCTIONS TO BIDDERS**

Niagara County Development Corporation (“NCDC”) is soliciting sealed bids from qualified contractors for consulting services for OCR funding projects. Bids are to be opened and read publicly at the offices of NCIDA, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 on **February 20, 2025**.

All bids must be submitted in a sealed envelope clearly marked as to the contents therein, bearing on the outside the name and address of the vendor. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified and is to be sent to:

Niagara County Development Corporation  
6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132  
Attn: Andrea Klyczek, Executive Director

In case of inability to make delivery on account of strikes, governmental priorities or rules and regulations, the bidder, upon written notification to NCDC, may extend such delivery date.

All bids must be accompanied by a non-collusion statement in order to be considered.

NCDC reserves the right to reject any or all bids and to waive formalities with respect thereto.

Bidders shall read thoroughly and understand the specifications, bid conditions and contract contained herein.

No fax or verbal bids will be accepted. Contractors are responsible for the timely delivery of bid packages to NCDC.

# **NIAGARA COUNTY DEVELOPMENT CORPORATION**

## **CONSULTING SERVICES** **FOR OCR FUNDS PROJECTS**

### **INSTRUCTIONS TO BIDDERS**

#### **Background**

The Niagara County Development Corporation (NCDC), a not-for-profit corporation, component unit of the Niagara County Industrial Development Agency, serving Niagara County, will be the recipient of Community Development Block Grant funding from the County of Niagara originating from grants awarded to the County of Niagara by the New York State Office of Community Renewal (OCR) to provide funding to administer microenterprise funds (project #1) and provide general counsel and assistance with Community Development and Block Grant funding guidelines and reporting requirements (project #2). NCDC is seeking the services of a firm or individual to assist in the administration, management, and implementation of these projects.

The CDBG project #1 involves the assistance in the development and implementation of a microenterprise program. The OCR grant will be provided by Niagara County as a grant to NCDC, which in turn will provide grants to support the creation and expansion of small businesses in the County of Niagara to create employment and generate economic activity. The program will provide working capital grants, entrepreneurial training, and business plan development to start-up and existing, microenterprises.

Project #2 is an ongoing agreement for the counsel, administration, management, and implementation of Community Development Block Grant funding.

#### **Scope of Services**

The firm or individual will be required to provide the following services:

1. The provision of technical assistance necessary for the administration of the OCR programs including, but not limited to assisting NCDC and County in the establishment and maintenance of books of account, developing and implementing management systems to provide appropriate recordkeeping, assistance in the procurement, selection, and award of contracts as necessary, preparation of required environmental review records, assurance of consistency with all Federal requirements regarding procurement, labor standards, fair housing, etc., preparation of required reports, oversight of audit activities, preparation of grant closeout materials, and all other activities of a general administrative nature.
2. Assistance regarding the financing of an economic development project including assistance in the preparation of grant or deferred loan closing documents, procurement of project cost documentation, review of grant or loan disbursement documentation, assistance to Niagara County, selected businesses and selected microenterprises regarding employment requirements and documentation, monitoring of employment and financial information, and other related assistance as required.

The selected contractor will work in coordination with the County and Niagara County Development Corporation (NCDC) staff in completing the grant administration and implementation activities. Separate billing will be required for the projects.

### **Proposals**

Proposals should include the following:

1. Background information that describes the nature and history of the firm or individual, including client listings and references.
2. Specific information regarding the firm or individual's experience and technical expertise respecting the scope of services, including particular experience with OCR and commercial financing programs.
3. Identification and resumes of the persons who will provide the services.
4. A schedule of costs for the services to be provided, including hourly rates for labor and the method for calculating all other costs. The elements of each hourly rate must be broken out to include labor, overhead and profit. NCDC will award a cost reimbursement rather than a fixed price contract.

### **Selection**

NCDC will rank the proposals received based on an evaluation of technical skills (50%), experience (30%), and cost (20%). NCDC will select, at its option, one or more contractors with which to enter into an agreement for services, subject to the negotiation of fair and reasonable profit. The selection of a contractor or contractors will be made in rank order.

The Agency will select the most qualified Consultant based on the evaluation system as follows:

#### **Technical Ability      50%**

Qualifications 40 points	Respondents must be a well-qualified firm with extensive experience in Community Development Block Grants (CDBG) and other similar grant administration.
Proposed Personnel 30 points	Respondents must show satisfactory skilled personnel who will be able to provide the respective services.
Proposed Management 30 points	Respondents must show overall approach and strategy and their capacity to perform within the specified time frame.

#### **Experience      30%**

Experience with Public Sector Projects 40 points	Respondents will provide evidence of past performance, quality and relevance along with related references.
Managerial and Staff capability 30 points	Respondents will provide resumes for firm personnel with relevant experience.

Understanding of project(s) and goals  
20 points  
out Respondents must demonstrate experience working with communities of similar size and character to successfully carry out proposed project(s).

Professionalism of the Proposal  
10 points Respondent must be able to prepare the Proposal in a professional, organized manner which answers all questions.

**Cost Effectiveness 20%**

Clear, Concise Cost Details  
and 25 points Respondent's proposal must contain all requested information be clear and concise.

Reasonable Service Costs  
25 points The respondent's cost per hour for all positions and any other potential costs will be considered.

**Miscellaneous**

1. It is contemplated that the remuneration for contracted services will be funded in whole or in part by Federal funds. Contracts will therefore be subject to all applicable provisions.
2. The NCDL reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select contractors for the program outside the scope of this RFP.
3. The NCDL assumes no responsibility or liability for costs incurred by respondents to this RFP, including any requests for additional information, interviews, or negotiations.
5. Minority- and Woman-owned Business Enterprises (M/WBE) are encouraged to respond to the RFP, either as prime or subcontractors.
6. Additional information regarding this RFP may be obtained at the address shown above, by calling (716) 278-8763, or by e-mail to [susan.barone@niagaracounty.com](mailto:susan.barone@niagaracounty.com).
7. The term for this Contract shall be three(3) years, March 1, 2025 through March 1, 2028.

**INSURANCE REQUIREMENTS** - The successful bidder shall furnish the NCDC certificates of insurance indicating the type, amount, class of operations, coverage effective dates and expiration dates of such policies. Such certificates shall also contain substantially the following statement. "The insurance covered by this certificate will not be cancelled or materially altered except (a) after ten (10) days written notice has been received by the Niagara County Development Corporation and (b) the Unlimited Indemnity shown in the contract documents is included." NCIDA shall be named as "additional insured".

Insurance requirements are as follows:

MINIMUM LIMITS OF LIABILITY

<u>Type of Insurance</u>		<u>Each Occurrence</u>	<u>Aggregate</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	Bodily Injury and Property Damage Combined	\$1 million	\$2 million
<u>AUTOMOBILE LIABILITY</u>	Bodily Injury and Property Damage Combined		\$1 million
<u>EXCESS LIABILITY</u>	Bodily Injury and Property Damage Combined		\$1 million
<u>WORKERS COMPENSATION</u>	Statutory State of New York		

**NON-COLLUSION BIDDING CERTIFICATION**

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 other competitor;
2. Unless otherwise required by law, the prices which have been bid have not knowingly been 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 other competitor;
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; and
4. Except for inquiries within the purview of the bidding process, each bidder and each signing on behalf of any bidder certifies it has not communicated with any officer, employee, agent or consultant of NCDC regarding this bid for the purpose of securing unto itself a favorable advantage.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
EMPLOYER TAX ID OR SOCIAL SECURITY EMAIL

**YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR BID**

**OFFERER’S AFFIRMATION OF UNDERSTANDING OF  
AND  
AGREEMENT PURSUANT TO STATE FINANCE LAW 139-j(6)(b)**

**BACKGROUND:**

State Finance Law 139-j(6)(b) provides that:

Every Governmental Entity (including Niagara County Development Corporation “NCDC”) shall seek written affirmations from all Offerers as to the Offerer’s understanding of and agreement to comply with NCDC’s procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law 139-j(3).

**INSTRUCTIONS:**

In connection with all proposals, bids, RFP’s, etc., NCDC must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law 139-j and 139-k;

*Offerer affirms that it understands and agrees to comply with State Finance Law 139-j(3) and 139-j(6)(b).*

**OFFERER CERTIFICATION OF COMPLIANCE WITH  
STATE FINANCE LAW 139-K(5)**

NCDC shall obtain the following Offerer certification in connection with all proposals, bids, RFP's, etc.:

*I certify that all information provided to NCDC with respect to State Finance Law 139-K is complete, true and accurate.*

---

Signature

# NIAGARA COUNTY DEVELOPMENT CORPORATION

## Request for Proposals

---

### BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMIANTION AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

---

Address:

---

Name & Title of Person Submitting this Form:

---

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?  
(Circle One): Yes No

*If yes, answer the next questions*

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-J?  
(Circle One): Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Circle One): Yes No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Government Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

---

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Circle One): Yes No

6. If yes, please provide details below:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to Niagara County Development Corporation with respect to State Finance Law 139-K is complete, true and accurate.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_