



## **Request for Proposals (RFP)-Technical Assistance for the Ontario County Economic Development Corporation (OCEDC)**

### **BACKGROUND**

The OCEDC implements a variety of economic and community development activities using multiple funding sources, including NYSOCR/CDBG funding. The OCEDC is seeking the services of a firm(s) or individual(s) to assist in the planning, administration, management, and implementation of these activities.

### **SCOPE OF SERVICES**

The firm(s) or individual(s) will be expected to provide the following services:

#### 1) Technical Operational Assistance

- a. Assistance regarding the financing of economic development projects including the review and analysis of loan applications, assistance to borrowers regarding employment requirements and documentation, monitoring of employment and financial information, and other related assistance as required.
- b. Technical assistance regarding commercial and industrial project development, economic development program planning and implementation and other community and economic development activities as required.
- c. Assistance regarding the administration of the OCEDC Revolving Loan Fund program, using funds obtained through grants, loans or other sources including:
  - i. Assistance to borrowers regarding employment requirements and documentation
  - ii. Monitoring of employment and financial information
  - iii. Preparation of loan status reports
  - iv. Assistance in preparation of closeout documents
- d. Technical assistance regarding project development including:
  - i. Economic development program planning and implementation
  - ii. Preparation of grant applications and other applications for assistance

#### 2) Economic Development Grants

- a. The provision of technical assistance necessary for the administration of the OCR/CDBG grants including, but not limited to assisting the OCEDC in 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.
- b. 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 companies regarding employment requirements and documentation, monitoring of employment and financial information, and other related assistance as required.
- c. The selected contractor will work in coordination with OCEDC staff in completing the grant administration and implementation activities.

## **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 CDBG, OCR, and commercial lending 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. The OCED will award a cost reimbursement rather than a fixed price contract.

## **SELECTION**

The OCEDC will rank the proposals received based on an evaluation of technical skills (50%), experience (30%), and cost (20%). The OCEDC 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.

## **SUBMISSION PROCEDURES**

One copy (electronic or paper) of the proposal should be addressed to:

Michael Wojcik, CFO  
Ontario County Economic Development Corporation

20 Ontario Street Suite 106 B  
Canandaigua, NY 14424  
[Michael.Wojcik@ontariocountyny.gov](mailto:Michael.Wojcik@ontariocountyny.gov)

Proposals must be received by the OCEDC no later than 4:00 p.m., June 22, 2021.

#### **MISCELLANEAOUS**

- 1) The OCEDC 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 of the scope of this RFP.
- 2) The OCEDC assumes no responsibility or liability for costs incurred by respondents to this Request for Proposals, including any requests for additional information, interviews, or negotiations.
- 3) It is contemplated that the remuneration for some of the contracted services will be funded in whole or in part by Federal funds made available through the CDBG program. Contracts will therefore be subject to all applicable provisions of the CDBG program.

#### **PROCUREMENT LOBBYING RESTRICTIONS**

- 1) Restrictions on Bidder Communications with OCEDC

Pursuant to State Finance Law §§139-j and 139-k, this RFP imposes certain restrictions on communications between Bidders and OCEDC during the procurement process. Bidders are prohibited from making contacts (whether oral, written or electronic) with any OCEDC personnel or OCEDC Board member other than the designated OCEDC staff member set forth in Section IX.B above (unless the contact is otherwise permitted under State Finance Law §139-j(3)(a)). In addition, Bidders are hereby notified that any contact with any OCEDC personnel, OCEDC Board member or the designated OCEDC staff member which a reasonable person would infer is intended to influence the award of the contract under this RFP is prohibited. These prohibitions apply from the Bidder's earliest notice of OCEDC's intent to solicit proposals through the final award and approval of the procurement contract ("Restricted Period").

Bidders are hereby notified that OCEDC is required to collect certain information when contacted by a Bidder during the Restricted Period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection of a contract award, and in the event of two findings within a four (4) year period, the Bidder may be barred from obtaining governmental procurement contracts.

- 2) Bidder's Affirmation of Understanding of and Agreement to Comply Pursuant to State Finance Law §139-j and §139-j (6)(b)

OCEDC is required to obtain written affirmations from all Bidders as to the Bidder's understanding of and agreement to comply with OCEDC's procedures relating to permissible contacts (described in paragraph 1 above). The affirmation must be provided to OCEDC when the Bidder submits its proposal. The form of affirmation to be completed and submitted by the Bidder is included herein as Exhibit A.

### 3) Bidder's Certification of Compliance with State Finance Law §139-k(5)

State Finance Law §139-k(5) requires Bidders to provide written certification that all information provided to OCEDC with respect to State Finance Law §139-k is complete, true and accurate. The certification must be provided to OCEDC when Bidder submits its proposal. The form of certification to be completed and submitted by the Bidder is included herein as Exhibit B.

### 4) Bidder Disclosure of Prior Non-Responsibility Determinations

State Finance Law §139-k(2) obligates OCEDC to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, each Bidder must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the Restricted Period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with the law, no procurement contract shall be awarded to any Bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the procurement contract to the Bidder is necessary to protect public property or public health and safety, and that the Bidder is the only source capable of supplying the required article of procurement within the necessary timeframe. Exhibit C of this RFP, entitled "Respondent Disclosure of Prior Non-Responsibility Determinations," must be completed by the Bidder and submitted to OCEDC at the time of Bidder's submission of its proposal.

### 5) Contract Termination Provision

New York State Finance Law §139-k (5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing termination of the contract in the event that the certification provided by the Bidder that is awarded the contract is found to be intentionally false or intentionally incomplete. The following provision is hereby incorporated by reference and included in the contract that is awarded (if one is awarded) pursuant to this RFP:

*"Pursuant to New York State Finance Law §139-k(5), OCEDC reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OCEDC may exercise its termination rights by providing written notification to the Contractor in accordance with the written notification terms of this contract."*

**EXHIBIT A**

**Affirmation of Understanding & Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

I affirm that I understand and agree to comply with the procedures of OCEDC relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**

**Respondent Certification:**

I certify that all information provided to OCEDC with respect to State Finance Law §139-k is complete, true and accurate.

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C**

**Respondent Disclosure of Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

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

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

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

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

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

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C (Continued)**

(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? (Please circle):

No

Yes

6. If yes, please provide details below.

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

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

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

\_\_\_\_\_  
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(Add additional pages as necessary)

Respondent certifies that all information provided to OCEDC with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_