



Telephone: 716-439-7200

Fax: 716-439-7205

NIAGARA COUNTY
DEPARTMENT OF MANAGEMENT & BUDGET
DIVISION OF PURCHASING
Philo J. Brooks County Office Building
First Floor - Park Avenue Entrance
59 Park Avenue
Lockport, New York 14094-2740

REQUEST FOR PROPOSAL 2026-51

Investigative Services for Niagara County Public Defender's Office

The Niagara County Department of Management & Budget, Division of Purchasing will receive and publicly open the proposals in the First Floor Conference Room of the Philo J. Brooks County Office Building on:

July 2, 2026 at 2:00 PM

The County of Niagara reserves the right to reject in whole or in part any and all bids and proposals.

One (1) original hard copy and one (1) electronic copy on a flash drive shall be submitted to:

NIAGARA COUNTY
DEPARTMENT OF MANAGEMENT & BUDGET
DIVISION OF PURCHASING
Philo J. Brooks County Office Building
First Floor - Park Avenue Entrance
59 Park Avenue
Lockport, New York 14094-2740
Phone: (716) 439-7201
Fax: (716) 439-7205

The original copies shall be identified on the outside cover as the "Original". Each copy should be marked "Copy".

Proposals received at the County Purchasing Department after the submission deadline shall be returned unopened and will not be considered. The County is not responsible for delivery delays and the clock at the County Purchasing Department shall indicate the official time of receipt. Facsimile or electronically mailed proposals are not acceptable and will be rejected.

ATTENTION!!!

Clearly mark envelope "**RFP 2026-51 Investigative Services for Niagara County Public Defender's Office**" on the outside of the proposal envelope. Failure to do so may necessitate the premature opening of the proposal which may compromise its confidentiality.

The total number of pages contained in this Request for Proposal should be **29**. If any pages are missing, please contact the Niagara County Purchasing Department.



LEGAL ADVERTISEMENT

Legal Notice

Sealed Proposals will be received at the Niagara County Department of Management & Budget, Division of Purchasing, Philo J. Brooks County Office Building, 59 Park Avenue, Lockport, New York 14094, and said proposals will be opened at the same address for:

**RFP 2026-51: Investigative Services for Niagara County Public Defender's
Office at 2:00 PM on July 2, 2026**

Late proposals will be returned, unopened to Respondents. All proposals shall be accompanied by a non-collusion statement in order to be considered.

The Request for Proposal, (RFP) is available at no charge and must be downloaded at <https://www.bidnetdirect.com/new-york>. Respondents will need to register before downloading. Questions regarding this bid may be directed to Division of Purchasing, Philo J. Brooks County Office Building, 59 Park Avenue, Lockport, New York 14094, at 716-439-7210, Monday through Friday between the hours of 8:30 am and 4:00 pm.

Proposals shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The County reserves the right to reject any and all proposals, to waive any informality in proposals, to accept the proposal in part or as a whole.



INTENT

It is the intent of this request for proposals to obtain competitive pricing for Professional Investigative Services to assist the Niagara County Public Defender's Office in their representation of clients in both Criminal Courts and Family Courts.

RFP TIMELINE

The following timeline has been established for this RFP process:

RFP Schedule and Timeline	Date
RFP Submitted/Available	6/16/2026
Deadline for Questions	6/23/2026, 12:00 PM
Final Responses to Questions Issued	6/25/2024, 4:00 PM
Proposal Submission Deadline	July 2, 2026, 2:00 PM
Notification of Finalist(s)	Upon review by Department Evaluation Committee

CONTACTS AND INQUIRIES

Questions or comments regarding this RFP must be put in writing and received by Purchasing Agent no later than **6/23/2026 at 12:00 PM**. Please reference solicitation number and title. Questions shall be submitted in writing and shall be directed to:

Jennifer Marotta
Niagara County Office of Management and Budget
Philo J. Brooks County Office Building
59 Park Avenue
Lockport, New York 14094
Phone: (716) 439-7210
Fax: (716) 439-7205
jennifer.marotta@niagaracounty.gov
purchasing@niagaracounty.gov



1. RESPONSE CHECKLIST

In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.

Please check each item indicating your compliance:

- a) ____ Cover Sheet – signed (Appendix A)
- b) ____ Vendor Proposal and Content (see page 6 for format)
- c) ____ Vendor Qualifications (Appendix B)
- d) ____ Vendor Certification/Responsibility Questionnaire (Appendix C)
- e) ____ Signed "Bidder's Certifications & Assignment of Claim" (Appendix D)
- f) ____ Signed and notarized "Affidavit of Non-Collusion Certificate" (Appendix E)
- g) ____ Signed and notarized "Certification of Compliance with the Iran Divestment Act" (Appendix F)
- h) ____ Addendum(s) acknowledged (if applicable)

COMPANY	FEIN #
ADDRESS	CITY/ST/ZIP
TELEPHONE NUMBER	E-MAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE



INSTRUCTION TO BIDDERS FOR PROPOSALS

2. SUBMITTALS

All proposals become the property of Niagara County upon receipt of the same by Niagara County. During the RFP selection process, all proposals shall remain confidential until an award is made, after which proposals will be made available to the public.

Altering Proposal: Proposals cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time and date shall be initialed by the signer of the proposal, guaranteeing authenticity. Proposals must be submitted in ink or typewritten. Penciling will not be accepted.

Amendment of Proposal: A Proposal may not be amended. However, a Proposal may be withdrawn and resubmitted pursuant to (Withdrawal of Proposal) section below.

Withdrawal of Proposal: A proposal may be withdrawn at any time prior to the submittal deadline. A Proposal may be withdrawn and resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline without the consent of Purchasing which may be withheld by Purchasing in its absolute discretion.

Proposal Subject to Disclosure: During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm's proposal contains any trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request shall be in writing, shall state the reasons why the information should be excepted from disclosure, shall be provided at the time of submission of the subject information and in the same envelop as the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any request for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause substantial injury to the competitive position of your firm.

Niagara County cannot guarantee the confidentiality of any information submitted.



3. PROPOSAL FORMAT

Please include the following sections in your proposal submittal in the following:

All proposals must be typed on standard 8 ½" x 11" paper.

Proposals shall include the information outlined below. To ensure fair and equitable evaluation, proposals should be divided into the following separate sections:

- A. **Cover Sheet:** Cover Sheet (Appendix A) must be signed by a legally authorized representative of the respondent. Cover Sheet must include name, address, phone, and email of the respondent contact.
- B. **Executive Summary:** Include key provisions of the proposal, including understanding of the goals, pricing, respondent's role, a brief description of proposed services, relevant experience of respondent, and key timeline dates including when your designated project team is available to begin work.
- C. **Company Profile and History:**
 - a. Documentation of respondent's history, including capabilities in the area of services to be provided, size and scope of operation, number of years in business, number of years doing business in New York state, applicable state licensing, certifications, and Insurance, Quality Assurance/Quality Control documentation.
 - b. Provide full legal name of the company and type of organization (corporation, partnership or sole proprietorship) on a Form W-9.
 - c. A statement indicating the respondent is in good financial standing, not in any form of bankruptcy, and current in taxes.
- D. **Project Team:** Organization chart and bios (length of time with firm, key projects) of key team members, capability to perform work/workload capacity. Please only profile individual(s) that will directly be working on the Project. Clearly identify the project manager and submit a resume for this individual. The Awards Committee reserves the right to interview the individual(s).
 - a. Identify any potential subcontractors
 - b. This section should also describe any M/WBE participation
- E. **Fee Proposal:** Clearly state your pricing structure in the Sealed Bid Worksheet provided herein.
- F. **References:** Provide a minimum of three (3) references that relate to the services we require. Please include including name, address, phone number, email address, length of time associated with your organization, and link to corresponding website for all references:
 - (a) Any current customer - Individual or organization;
 - (b) Any former customer;
 - (c) A customer with 3 - 5 years' experience with your organization;
 - (d) Any customers representing similar services as requested.



4. **OPENING OF PROPOSALS**

Under the RFP process, sealed offers will be received and opened in the Office of the Purchasing Agent. Each proposal will be checked to determine if it is complete and meets the requirements of this RFP. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, proposals will be available for public inspection.

5. **ELABORATE PROPOSALS**

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are neither required nor desired.

6. **RESPONSE REQUIREMENT**

If you or your firm is not providing services represented, indicate the internal or external parties that will provide the services and their respective geographical location, qualifications, and length of servicing relationship with your firm.

7. **RESERVED RIGHTS**

This RFP does not constitute an offer to buy on the part of Niagara County. Acceptance of any obligations on the part of Niagara County may only be done by a formal written agreement. Any information contained herein does not commit Niagara County to a contract or to pay any costs incurred in the preparation of a response. Nothing contained herein shall be construed as guaranteeing any term, condition, or other item, including any specified purchase volume.

All responses to this RFP will become the property of Niagara County. Offeror's response to this RFP may be included in whole, in part or by reference in the final contracts which may result from this RFP.

Niagara County reserves the right not to award a contract to any proposing party even if the criteria described in the RFP are met; and to close the process prior to the stated deadline. No obligation on the part of Niagara County will be incurred until the Offeror has signed a contract satisfactory to and accepted by Niagara County.

The County expressly reserves the right to withdraw this RFP or reject any and all proposals in whole or in part.

Niagara County reserves the right to request financial and other business related information about your firm. Your cooperation in preparing additional written responses, submitted prior to a potential on-site presentation, may be required.

Niagara County reserves the right to:

- i. Reject any and all proposals received in response to this RFP;
- ii. Reject the proposal of a vendor who has previously failed to perform properly;
- iii. Select proposals for contract award or for negotiations, other than those with the lowest price;
- iv. Negotiate as to any aspect of the proposal with any vendor;
- v. Waive any technical defect in the proposals that is considered by Niagara County to be merely irregular, immaterial, or unsubstantial.



8. CONTRACT TERMS AND CONDITIONS

The selected Respondent's proposal will be incorporated into our contract with such firm. Therefore, all contract terms and provisions are required to be outlined in detail.

9. FINAL SELECTION AND ENGAGEMENT

An Evaluation Committee designated by Niagara County shall evaluate proposals based upon respondent's ability to effectively and efficiently accomplish the work and provide the services described within.

The evaluation criteria used for this RFP is as follows:

Criteria	Maximum Points
Demonstrated Understanding and Response to Scope of Work.	40
Overall Experience of Company & Demonstrative Results.	35
Fee Proposal.	25
TOTAL MAXIMUM SCORE	100

After an initial review and evaluation of each of the proposals, the firms submitting the most highly rated proposals may be invited for interviews and/or on-site presentations prior to the final selection. Niagara County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the finalist(s). Once the phone interviews and/or on-site presentations have been conducted and references checked, the Evaluation Committee will meet and make a decision as to the finalist(s). The finalist(s) will be advised and engaged.

An award under this RFP may not be based solely on the lowest price but will be made to the respondent(s) with the overall best value proposal. The successful proposal will meet the project objective guidelines and provide a level of service acceptable to the County of Niagara in its sole discretion.

Upon award, successful respondent shall secure all appropriate licenses and approvals as may be necessary to complete the scope of work included in this RFP.

10. VENDOR ACKNOWLEDGEMENTS

By submitting a proposal to provide and perform services sought by Niagara County, each proposer:

- a) Represents and acknowledges the proposer has examined and is familiar with this RFP and all its specifications and requirements;
- b) Represents and acknowledges the proposer can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications;
- c) Acknowledges that neither the County nor any agent or representative of the County have made an representation or promise on which the proposer has relied regarding the services covered by this RFP, or any matter or thing whatsoever relating thereto or otherwise, except as set forth.



GENERAL TERMS AND CONDITIONS FOR PROPOSALS

1. Each Proposal response shall be enclosed in a sealed envelope and must be mailed or delivered so as to be received prior to the time set in the advertisement for the deadline. If the Proposal is a physical submission, the sealed envelope shall have the information noting the service and date and time of deadline. This information must be affixed to the outermost packaging to be easily identified by purchasing personnel as a sealed Proposal.
2. Proposal shall be submitted on Niagara County RFP Forms, unless otherwise indicated in the RFP specifications, or proposal will not be considered. Proposal must be typed or printed in ink. Original autograph signatures in ink are required.
3. Niagara County will assume no responsibility for oral instructions or interpretation. Any questions regarding this proposal that may change the specifications in this proposal must be received in writing according to the RFP Schedule and Timeline. Inquiries must identify the proposal by title and due date.

Any alterations, interlineations or erasure of the proposal must be initialed by the signer of the proposal, guaranteeing authenticity.
4. AWARDS. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Request for Proposals. In determining whether a Proposal is lowest and responsive, and the proposer responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Request for Proposal and the Niagara County Purchasing Guidelines having bearing on the decision to make the award. The County reserves the right to reject any and all Proposals and to waive any informality in Proposals received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the Proposal of a proposer who has previously failed to perform properly. The County may award contracts by line item, category, or on an all or none basis.
5. Respondents are to furnish all information requested in the spaces provided on the RFP forms. Further, as may be specified elsewhere, each Respondent must submit with their Proposal cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Proposals in non-compliance with these requirements will be subject to rejection.
6. This Executor Clause shall be a part of any agreement entered into pursuant to the Request for Proposal procedure: It is understood by the parties that the agreement shall be executory only to the extent of the monies available to the County of Niagara and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.
7. No taxes are to be billed to the County of Niagara. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.
8. The successful Respondent shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.
9. The successful Respondent to whom a contract is awarded shall not assign, transfer, convey, sublet or otherwise dispose of a contract or the successful Respondent's right, title or interest therein, or the successful Respondent's power to execute such contract to any other person, firm or corporation without the express prior written consent of Niagara County, in accordance with New York State General Municipal Law, Section 109.
10. A Proposal submitted is firm and irrevocable for a period of forty five (45) days from the date and time of the RFP deadline. If a contract is not awarded within the forty five (45) day period, a Respondent to whom the RFP has not been awarded may



withdraw his Proposal by serving written notice of his intention to the County of Niagara. Upon withdrawal of the Proposal, pursuant to this paragraph, the County of Niagara will forthwith return the Respondent's security deposit (if applicable). Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

11. The base Proposal shall remain firm and any other charges proposed shall also remain firm, for delivery of services or goods described in the RFP.
12. Any contract entered into pursuant to an RFP may be terminated at any time during the term of the contract by Niagara County through notification in writing to the other party via certified mail of the desire to cancel. Such notice shall be serviced not less than thirty (30) days prior to the desired termination date.
13. In executing an RFP, the Respondent affirms that all of the requirements of the specifications are understood and accepted by the Respondent, and that the prices quoted include all required materials and services. The County will not be responsible for any errors or omissions on the part of the Respondent in preparing their Proposal. In case of error in extension of prices in the Proposal, the unit price will govern.
14. Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State and local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful Bid/Respondent shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local and federal requirements relating to clean air and water pollution. "The NYS Right to Know Law and the OSHA Hazard Communication Standard (29CFR 1920.1200 - Revised August 24, 1987) require that Manufacturers prepare and submit to the County of Niagara a Material Safety Data Sheet for any product(s) that have been evaluated and determined to contain hazardous substances. (PLEASE SUBMIT WITH INITIAL SHIPMENT AN APPROPRIATE MATERIAL SAFETY DATA SHEET FOR EACH PRODUCT, WHERE APPLICABLE)"
15. Samples, if applicable, may be requested as a part of the solicitation or after the opening of Bid/RFPs. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at Respondent's expense. Respondent's request for return of samples must be made no later than the date on which they are furnished. Respondent shall label each sample individually with their name and item number.
16. The Respondent shall be fully accountable for his or its performance under an RFP, or any contract entered into pursuant to an RFP, and agreed that the Respondent, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contractor or the contractor's performance.
17. All Proposals must be accompanied by a duly executed Non-Collusion Statement in order to be considered.
18. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning only the best commercial practices are to prevail and that only materials and workmanship of the first quality are to be used. It is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
19. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this RFP prior to delivery, it shall be the responsibility of the successful Respondent to notify the County of Niagara at once, indicating in his letter the specific regulation which requires such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
20. Discrimination - The successful Respondent agrees:



(A) That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, Military Veteran status or arrest record, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Niagara County is an Equal Opportunity Employer.

(B) That no contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under a contract on account of race, creed, color, sex, national origin, age, disability, marital status or Military Veteran status.

(C) That a contract may be canceled or terminated by the County of Niagara and all monies due, or to become due, may be forfeited for a violation of the terms and conditions of a contract.

21. JOINT OFFERS/ SUB CONSULTANTS. Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/sub consultant basis rather than as a joint venture or informal team. For this engagement, Niagara County intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a sub consultant is used, the fact must be disclosed in the proposal, together with the name of each sub consultant, method of compensation to the sub consultant and its duties in relation to the scope of work.

22. Niagara County reserves the right to issue written addenda to any inquiries that alter the scope of the proposal. Niagara County reserves the right to decline to respond to any questions if, in Niagara County's assessment, the information cannot be obtained and shared with all potential proposers in a timely manner.

Requests for interpretation of specifications should be addressed in writing, or orally, to Purchasing personnel and must be received prior to the date fixed for the RFP deadline. Any and all interpretations and supplemental instructions will be made in the form of written addenda to the specification. The County will make every reasonable effort to notify specification holders when an addendum is issued, and all addenda will be available for inspection at least forty-eight (48) hours prior to an RFP deadline (except notices of RFP postponement or cancellation, which may be made up to the scheduled RFP opening time). Failure of any Respondent to receive such addendum shall not relieve such Respondent from any obligation under the Proposal as submitted. Any and all addenda shall become part of the RFP and contract.

23. If requested in writing by the County of Niagara, Respondent must present within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, personnel, experience, monetary resources and insurance to comply with specifications and otherwise provide the County with sufficient grounds to believe that it is likely, beyond a reasonable doubt, that the Respondent can provide the commodities and/or service(s) specified.

24. The successful Respondent(s) shall be notified by means of a contract award letter and/or purchase order that the Proposal has been accepted. The mailing of either award letter or a valid purchase order shall constitute a contract between Niagara County and the successful Respondent(s).

25. When required by Niagara County, the successful Respondent shall execute a standard form Agreement with Niagara County which incorporates all the terms and conditions of the contract between the parties. Such Agreement shall be executed within fourteen (14) days of notification, by which time the contractor shall also have supplied all required bonds and insurance.

26. A contract resulting from RFP solicitation will constitute the entire and integrated Agreement between the parties. No other terms or conditions will become part of an Agreement unless they are approved in writing by both parties and attached to an Agreement or Addendum. Additional terms and conditions must be included with the proposal, prior to the submission deadline.

27. Payments will be made by the County after goods and/or services have been rendered and are complete. Payment will be made upon submittal of a complete invoice. If a Purchase Order is required, the Purchase Order must also be properly completed and submitted with invoice to insure payment. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. Any delivery of product or service which does not meet the requirements of the contract may be rejected or accepted on an adjusted price basis as determined by the County. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.



28. Any bond(s) and/or insurances required must be on a form acceptable to Niagara County, and must be issued only by companies licensed to do business in New York State by the New York State Commissioner of Insurance. Insurance policies must name Niagara County as "Additional Insured". Certified checks or standard form letters of credit may be submitted in lieu of a bond, subject to acceptance by Niagara County as to sufficiency and form.
29. Niagara County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4), hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
30. By submission of this Proposal, each bidder and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>
31. Unless the Respondent specifically notes otherwise, a Proposal shall be to furnish all items/services exactly as specified, in complete conformance to all terms, conditions and specifications. Any exception proposed by a Respondent must be clearly noted in unambiguous writing and submitted with the Proposal before the RFP deadline. Unless otherwise specifically noted, the County will execute a contract based solely on its terms, conditions and specifications.
32. The complete legal name of the firm or corporation shall be used when executing RFP documents. Do not abbreviate. If a corporation, use the name as it appears on the corporate seal.
33. Any manufacturer's names, trade names, brand names, information and/or catalog numbers used within an RFP are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.
34. In the event any item or items in this bid are made available to the County on a New York State Government contract at a unit price lower than that price on which award was made to the low bidder, the County reserves the right to purchase at the lower price under the NYS Government contract.
35. Suspension and Debarment: Vendors must be vetted using the United States Federal Government's System for Award Management (SAM) before the purchase and/or contract is completed, for any purchase of \$25,000 or more. Vendors must be run through this system before each purchase to ensure that they are not suspended, debarred, declared ineligible or voluntarily excluded from eligibility for covered transactions by any federal departments or agencies who are not allowed to receive Federal funds. Departments must notify either the Purchasing Department or the County Treasurer to request a vendor check before the purchase is made. All vendors will be required to register on the SAM website. If a sub recipient is going to make a purchase using Federal funding, they must check the status of the vendor in SAM, or they can request a check through the Niagara County Purchasing Department or the Niagara County Treasurer. The sub recipient will need to communicate the vendor status to the project director and this communication must be documented.
36. All Contracts awarded, in part or in whole designated to be in receipt of Federal funding must adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: 49 CFR Title 2 Part 200 and regulations set forth by the Office of Management and Budget (OMB).
37. **INDENMITY AND SAVE HARMLESS CLAUSE**
Any contract, prior to signature, must include a clause/section wherein "defense, indemnity and hold harmless" provisions in form and content reviewed and approved by the County Attorney are included in protecting the County's interest.

Such clause acceptable to the County of Niagara would be the following:



"The Contractor agrees to defend and indemnify the County of Niagara, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Contractor, or its sub contractor, under this contract; provided, however, that Contractor shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's contractors, over whom Contractor has no authority or control."

The Contractor by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this contractor agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

38. INSURANCE AND CERTIFICATE REQUIREMENTS

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the County of Niagara, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The County of Niagara is defined as Niagara County, its agents, officers and employees.

A Certificate of Insurance acceptable to the County of Niagara must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the County of Niagara.
- Name the certificate holder as County of Niagara, 111 Main Street, Suite 102, Lockport, NY 14094.
- Name the County of Niagara, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Niagara County Director of Risk Management, 111 Main Street, Lockport, NY 14094.
- Insurance carriers should be admitted in the State of New York, unless an exception is approved by Niagara County.
- The Certificate of Insurance shall be submitted to the Niagara County Office of Risk Management for compliance review, approval and retention at least thirty (30) days prior to the start of work.



SPECIFIC INSURANCE REQUIREMENTS. The following are the minimum insurance types, bond types, documentation and limits acceptable to the County of Niagara:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS

For
Professional Services

<u>Coverage and Documents</u>	<u>Limits</u>
A. Professional Liability Insurance	\$1,000,000 Each Occurrence or Claim \$2,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
F. Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits



SPECIFICATIONS FOR PROPOSALS

INTENT

It is the intent of this request for proposals to obtain competitive pricing for Professional Investigative Services to assist the Niagara County Public Defender's Office in their representation of clients in both Criminal Courts and Family Courts.

RFP OVERVIEW

The Public Defender's Office represents financially qualified defendants in criminal courts and litigants in Family Courts within Niagara County. This representation may extend from arraignment, or first appearance, through the conclusion of the matter or an appeal.

Investigative services are needed to track down information deemed important to our clients' case. This information can be anywhere from location, individuals, and environments to name a few. By having this service it allows our attorneys to handle their cases to the best of their abilities.

The Niagara County Public Defender's main office is located at 80 Washburn St., Lockport, NY 14094.

Department Contact:

Peter Chenier, Fiscal Manager
Niagara County Public Defender's Office
(716) 439-7178
peter.chenier@niagaracounty.gov

SCOPE OF WORK

The contractor shall provide services consisting of investigative services, including, but not limited to surveillance of Complainant, witness interviews, computer searches, process service, appearances and testimony in various courts in Niagara County.

Investigative Services shall be performed on a case by case basis.

The contractor shall maintain any and all professional licenses and certifications required by the State of New York or other governing bodies for his/her particular discipline. Upon suspension, revocation, or lapse of any said license or certification, the contractor shall notify the Niagara County Public Defender's Office immediately.

The Contractor shall maintain professional liability insurance in an amount deemed adequate by the County and shall provide proof of the same upon request.

I. The Applicant should have knowledge of the following:

- Interviewing, interrogation and investigative techniques and procedures
- Practices and methods employed in criminal detection and criminal investigation.
- The elements of criminal offenses under New York law.



- Laws of arrest, search and seizure case law, and rules of evidence.
- Law relating to the service of subpoenas and the treatment of witnesses.
- Criminal procedures relative to felony, misdemeanor, Family Court and jury matters.
- The purposes and organization of the Public Defender's Office.
- Judicial processes relative to felony, misdemeanor, Family Court and jury matters.
- Modern office practice, Windows-based computers, including word processing software.
- Techniques employed in diagramming and making demonstrative evidence to be presented in court.

II. The Applicant should have the ability to:

- Recognize, collect, gather and preserve evidence.
- Be objective in fact finding.
- Evaluate evidence for a particular criminal offense or Family Court proceedings.
- Determine priorities and importance of various types of evidence.
- Relate easily to, and gain the confidence of, many varied personalities.
- Adapt to many different environments.
- Recognize potentially hostile situations.
- Interview effectively and analytically.
- Evaluate the credibility of persons interviewed.
- Keep accurate records
- Prepare articulate written reports and documents, concise or lengthy, as needed.
- Use laptop and personal computers and word processing software.
- Use film and digital photographic equipment.
- Prepare demonstrative evidence for use in court, such as diagrams, charts and photographs.
- Use computer presentation software.
- Manage time efficiently with frequent interruptions.
- Maintain a congenial attitude under stressful conditions.
- Maintain ethical and harmonious relationships with law enforcement and other governmental agencies.
- Maintain high professional standards and observe ethics of defense investigation.
- Locate and interview witnesses.
- Serve subpoenas for documents and records, such as surveillance camera footage, cell phone, text, social media records, relevant medical records and corporate records;
- Photograph and diagram crime scenes and other locations.
- Collect and preserve evidence
- Serve subpoenas for witnesses at trial and other hearings.
- Learn computer programs, databases and access internet resources
- Use measuring devices
- Draw diagrams to scale.

TERM

Unless terminated earlier as otherwise provided in this RFP, Respondent shall understand the term shall begin as soon as possible. The term shall be for a period of three years, with two (2) additional one (1) year extensions available upon mutual agreement.



FEE PROPOSAL

Respondent in their proposal and taking into consideration the Respondent's responsibility to bill for services rendered shall set forth the cost the Respondent expects the County to be responsible. The County will provide compensation to the vendor for costs associated with providing the dedicated resources that are requested in this RFP.

All proposed pricing provided shall be for a term of three (3) years with no escalation.

The proposal with the earliest start time shall be given additional consideration in review and rating of the proposals received by Niagara County.

Niagara County reserves the right to award a contract or contracts in whatever configuration best meets its needs, at its sole discretion. These configurations include, for example, awarding the contract to a single firm, multiple firms, or not to award a contract at all. If a proposer submits alternatives and/or substitutions to the terms and conditions, Niagara County reserves the right to determine if the alternatives/substitutions are acceptable.

BILLING

At the end of each month of service, the awarded Respondent(s) will bill the County for services rendered. The County will pay the awarded Respondent(s) within 30 days after receipt of each monthly invoice; so long as County's required procedures have been followed.

PERFORMANCE

The vendor is expected to maintain high standards and perform the services requested in this RFP with a high level of consistency. In particular, the vendor shall:

- Reasonably comply with time goals.
- Provide the requested services without interruption.
- Comply with all applicable Federal, State and regional regulations regarding licensing and certifications.

Vendor will be considered in default of the contract if they fail to comply with the performance standards. Niagara County shall retain the right to pursue any and all legal and equitable remedies available by law.

PRICE GUARANTEE PERIOD

The proposed rates shall remain firm through the first contract period with no adjustments allowed. If the County exercises any of the option years of the contract, Contractors may submit a request for price adjustment. Any request for price adjustment(s) shall be submitted thirty (30) days prior to anniversary date of the contract in writing. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.



SEALED BID WORKSHEET

Please use this form. Prices must be typed or written in using ink. The bid must be signed by an authorized representative of the bidder. If alternate bids are being submitted, please copy and use this sealed bid worksheet for each alternate bid submitted.

Item	Type of Service	UOM	Price
1	Surveillance/Investigation: Includes but not limited to: Surveillance, Video, Photo, Investigative Reports, Cyber Investigation, Financial Backgrounds	Per Hour	\$
2	Witness Location & Deposition	Per Hour	\$
3	Appearances and testimony in various courts in Niagara County	Per Hour	\$
4	Background Record Search to include SSN Trace, National Crime Data Base, Global Terrorist Watch List, OIG/HCFA Search, National Sex Offender Registry	Per Service	\$
5	Background Record Search to include SSN Trace, National Crime Data Base, Global Terrorist Watch List, OIG/HCFA Search, National Sex Offender Registry, County Criminal Record for 7 years based on SSN	Per Service	\$
6	Background Record Search to include SSN Trace, National Crime Data Base, Global Terrorist Watch List, OIG/HCFA Search, National Sex Offender Registry, County Criminal Record for 7 years based on SSN, Education Certification, Employment Verification past 7 years and Federal Criminal Data Base Check	Per Service	\$
7	Drivers Record Background Check to include SSN Trace, National Criminal Search, Global Terror Watch, National Sex Offender Registry and MVR Checks	Per Service	\$
8	Drug Screen test to include drug screen, lab, and medical review officer	Per Service	\$
	PROCESS SERVICE: Per Service	Local Per Service	Out of County Per Service
9	Standard Service – 3 Attempts over 7 Days	\$	\$
10	Expedited Service – 3 Attempts over 2 Days	\$	\$
11	Rush Fee – 24-48 Hours	\$	\$
12	Same Day Service	\$	\$

By signing and submitting this bid for consideration by Niagara County the vendor acknowledges that they have read, understand and agree to all aspects of the specifications without reservation or alteration.

Date:	
Company Name:	
Authorized Signature:	
Print Name and Position:	
Phone:	
E-Mail Address:	

COMPLETE ALL OF THE ABOVE OTHERWISE BID WILL BE REJECTED



SEALED BID WORKSHEET continued

EXCEPTIONS TO SPECIFICATIONS: Bidder must provide detailed explanation for any specifications not fully met by the proposed investigative services. Using the following format, indicate both the Item # and explanation for each exception taken. If no exceptions are taken, state as such.

Line # Exception (Use additional sheets if necessary)

By signing and submitting this bid for consideration by Niagara County the vendor acknowledges that they have read, understand and agree to all aspects of the specifications without reservation or alteration.

Date:	
Company Name:	
Authorized Signature:	
Print Name and Position:	
Phone:	
E-Mail Address:	

COMPLETE ALL OF THE ABOVE OTHERWISE BID WILL BE REJECTED



APPENDIX

Appendix A – Cover Sheet

Appendix B – Vendor Qualifications

Appendix C - Vendor Certification and Responsibility Questionnaire

Appendix D – Bidder's Certification and Assignment of Claim

Appendix E – Affidavit of Non-Collusion

Appendix F – Certification of Compliance with Iran Divestment Act

Appendix G – Non-Bidder Response



APPENDIX A
COVER SHEET

Please complete this sheet fully and include it as part of your Proposal.

Vendor Name:	
Vendor Address:	
Vendor Address:	

Authorized Signatory (Name/Title)	
E-mail address	
Phone	

Contact for Clarifications (Name/Title)	
E-mail address	
Phone	

The following is confirmation of all the addenda upon which this bid proposal is based.

Addenda # _____ - Received _____, 2026 _____
 Initialed by Rep.

Addenda # _____ - Received _____, 2026 _____
 Initialed by Rep.

Signature, Title, and Date for Person Empowered to Submit This Proposal

I certify that to the best of my knowledge and belief, the information contained in this proposal are accurate, complete, and current at the time of this submittal, are real and necessary to the operation of this program, and services will be offered without any duplication of costs (e.g., other sources to fund the services provided within the scope of this proposal).

Signature _____

Printed Name _____

Title _____

Date _____



APPENDIX B
SUMMARY OF VENDOR QUALIFICATIONS

I hereby certify that the Offeror meets the following qualifications:

1. Demonstrable competency in providing professional investigative services;
2. Such competency may be acquired or be demonstrated by the organization itself, by key administrative and operational staff in that organization, and must:
 - a. Demonstrate the ability to provide the professional investigative services as required.
 - b. Be legally authorized to conduct business in New York State and have established administrative and program resources with other business entities or municipalities of similar size and diversity in New York State.
 - c. Be eligible to receive Federal and New York State funds.
 - d. Be able to follow COVID-19 (disaster preparedness) policies/procedures.
3. Does not discriminate against nor deny employment services to any person on the grounds of race, religion, sex, national origin, age, disability, citizenship, political affiliation, or belief.
4. Complies with the 1990 Americans with Disabilities Act.
5. Has proven financial capacity to perform the services as described in the specifications.
6. Have current annual revenues equivalent to or greater than the amount proposed.
7. Have ability and wherewithal to meet or exceed the mandatory requirements as described in this RFP.

Signature of Agency Director/Contact Empowered to Submit Proposal

Printed Name

Title

Date



APPENDIX C VENDOR CERTIFICATION

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity - both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website: <http://www.osc.state.ny.us/vendrep>.



APPENDIX C (continued)
VENDOR RESPONSIBILITY QUESTIONNAIRE

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:		
VENDOR NAME:		ANSWER ALL QUESTIONS
A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?	YES	NO
B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?	YES	NO
C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful"?	YES	NO
D. A consent order with NYS Department of Environmental Conservation or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?	YES	NO
E. A finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?	YES	NO
If yes to any of above, please provide details regarding the finding.		
ENTITY	MAKING	FINDING
YEAR OF FINDING		
BASIS OF FINDING		

(Attach Additional Sheets if Necessary)



APPENDIX D
BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

**TO: NIAGARA COUNTY
DEPARTMENT OF MANAGEMENT & BUDGET
DIVISION OF PURCHASING
Philo J. Brooks County Office Building
First Floor - Park Avenue Entrance
59 Park Avenue
Lockport, New York 14094-2740**

We, the undersigned, herewith propose and agree to furnish to the County of Niagara, any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to the County of Niagara in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

Vendor hereby assigns to the County of Niagara and the State of New York any and all of its claim for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

FIRM NAME
ADDRESS
CITY, STATE, ZIP
TELEPHONE NUMBER
NAME & COMPANY POSITION
AUTHORIZED SIGNATURE

NOTE:

This Bidder's Certification **must** be signed and the Affidavit of Non-Collusion Certificate **must** be signed and notarized on this Request for Proposals. Failure to complete **both** will result in the proposal being rejected.



APPENDIX E
INSTRUCTIONS ACCOMPANYING THE
AFFIDAVIT OF NON-COLLUSION

1. The Affidavit of Non-Collusion must be executed by a member, officer or employee of the bidder. It must be executed by the person who makes the final decision with regard to the prices and amount quoted in the bid. If for good reason that person is not available to execute the Affidavit, the Affidavit may be executed by another member, officer, or employee of the firm who has been authorized in writing by such person to make the statements set out in the Affidavit on his or her behalf and on behalf of the firm. The written authorization must be attached to the Affidavit at the time of its submission.
2. Bid rigging, combinations or conspiracies to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. It is imperative that the person who will execute the Affidavit examine it carefully before signing it and assure himself or herself that each of the statements in it are true and accurate. If for any reason the affiant cannot attest to each of the statements in the Affidavit without qualification or reservation, the necessary qualification or reservation must be noted in the Affidavit. The facts and circumstances on which such qualification or reservation are based must be set out in a writing submitted as a part of or together with the executed Affidavit.
3. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bidding documents, and Affidavit must be submitted separately on behalf of each party.
4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the procurement business and construction industry, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
5. In order to carry out the requirements of paragraph 7 of the Affidavit, the affiant must make diligent inquiry of all other persons employed by or associated with the bidder with responsibilities relating to the preparation, approval, or submission of the bid. Such inquiries need not be made of secretarial or clerical employees, and other persons performing purely ministerial functions, who do not have either actual or apparent authority to act on behalf of the firm with regard to the project.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

BID NOT ACCEPTABLE WITHOUT AFFIDAVIT NON-COLLUSION CERTIFICATION SET FORTH AND CERTIFIED BY A NOTARY PUBLIC



APPENDIX E (continued)
AFFIDAVIT OF NON-COLLUSION CERTIFICATE

I hereby attest that I am the person responsible within my firm for the final decision as to price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other Vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

FIRM NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & COMPANY POSITION

AUTHORIZED SIGNATURE

SWORN to before me this

_____ day of _____

202____

Notary Public: _____



APPENDIX F
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Vendor, any person signing on behalf of any Bidder/Vendor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the
_____ of the _____

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

SWORN to before me this _____ day of _____ 202____ Notary Public: _____
--



APPENDIX G
NON-BIDDER RESPONSE

The Niagara County Department of Management & Budget, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restrictive.
- Bond requirements are too restrictive.
- Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to firm.
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

Vendor E-mail: _____