

CITY OF BUFFALO URBAN RENEWAL AGENCY

REQUEST FOR PROPOSALS (RFP)

**CDBG Small Business Program
Delivery and Administration in Conjunction with a Grant
Award Through Community Development Block Grant
(CDBG)**

ISSUE DATE: October 31, 2025

SUBMISSION DEADLINE: November 14, 2025 at 12:00p.m.

1) Request for Proposals Notice

The City of Buffalo Urban Renewal Agency ("BURA") is seeking proposals from qualified consultants or consulting firms that shall administer a Small Business Grant program for the City of Buffalo Urban Renewal Agency. The administration of the program shall include the Program Design, Delivery, and Implementation of the Program defined herein.

The deadline to submit proposals is Friday November 14, 2025, 12:00 p.m. Proposals received after this date and time shall not be considered.

Proposals must be addressed to the following address. Electronic copies must be sent via email:

Brandon Baxter
Special Project Manager
Buffalo Urban Renewal Agency
City of Buffalo
bbaxter@buffalony.gov

2) Intent and Basic Requirements of the Request for Proposals (RFP)

- a)** It is the intent of this RFP to require the Respondent to provide all necessary program delivery and administration associated with the grant received through the Community Development Block Grant ("CDBG").
- b)** This program is funded with a federal allocation of Community Development Block Grant (CDBG)
- c)** Proposal will be evaluated on the basis of qualitative factors and price. These qualitative factors will be used to evaluate the capability of the entity to deliver the service in accordance with the specifications. Respondents are advised to fully respond to all elements in this proposal in order to be considered responsive.
- d)** Cost will not be the sole factor in BURA's decision.
- e)** Proposals will be accepted until the deadline specified but will not be publicly opened. Proposals will be evaluated by BURA who in turn will sponsor a resolution to adopt or reject.
- f)** The proposal cost shall be identified by a total amount that it will cost you to administer program design, delivery, and implementation of the program.
- g)** Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
- h)** The Respondent certifies by submission of a response to this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or involuntarily excluded from participation in this transaction by any federal state or local department or agency.

3) Scope of Services

Please see below and the attached exhibit for the program design and scope of work

- a)** Background: BURA is seeking proposals from qualified consultants or consulting firms to provide Program Delivery and Administrative Services in conjunction with 24 CFR 570.201(o).
- b)** This program is to strengthen and sustain small businesses in the community by supporting job-producing small businesses. The program aligns with HUDs low to moderate job (LMJ) objective and advances equitable economic development in Buffalo. In addition, the grants would assist small businesses in navigating rising operational cost driven by inflation, supply chain issues, and shifting consumer behaviors.
- c)** Services may include but not limited to:
 - Develop a grant application and design a workflow system to process applications and respond to applicant and potential applicant inquiry. Ensure that application process connects all relevant parties: BURA and/or City of Buffalo, administrator, applicant, SBDC, etc.
 - Market program: Contact all interested parties and respond to questions and issues with respect to applications for assistance.
 - Develop a priority system for project selection.
 - Provide guidance to participants in the preparation of application as well as during intake and qualification process.
 - Qualify and document qualifications/eligibility of all applicants.
 - Work with the BURA committee charged with project selection and program commitment to prioritize projects and determine program grantee. Negotiate with applicants, if necessary, with respect to partial awards.
 - Document project costs.
 - Prepare commitments, program agreements and encumber funds.
 - Act as a liaison between BURA and applicants/participants.
 - Monitor expenditures and participants grant compliance with grant requirements.
 - Assist participants with compliance with federal, state and local requirements as necessary.
 - Assist participants to receive required training and work with training providers to development programs as necessary.
- d)** General Administration:
 - Prepare all necessary contract and payment documents.
 - Develop and maintain separate grant accounting system.
 - Prepare and submit necessary financial reports to NYS
 - Prepare and submit status of fund reports and other reports to City as directed
 - Work with BURA to ensure all obligations and expenditures are included in BURA's accounting system.
 - Provide status reports to BURA as requested.
- e)** Miscellaneous:
 - Attend City and/or agency meetings as necessary.
 - Advise BURA in all matters relating to grant programs, federal and NYS regulations related to the program.
 - Prepare grant amendments, subject to City and/or BURA approval, and/or budget modifications as necessary.
 - Prepare Environmental Review Record pursuant to NEPA and SEQRA guidelines.

- Prepare and submit Status Reports and Annual Performance Reports as required by HUD, BURA, the City of Buffalo, and NYS.
- Prepare all closeout documentation required by NYS.

4) Proposal Evaluation and Selection Criteria

The following criteria will be used to make a selection and recommendation to the Board of Representatives:

- *30% Qualifications and Experience* including: demonstrated experience in similar projects; business and technical reputation and capabilities, and the experience of staff, financial stability and track record; project resources, skills, knowledge, and previous experience.
- *20% Project Plan and Schedule* including: proposed plan of approach and schedule; proposed plan for coordinating with City and/or agency and/or program manager; and quality of submission
- *5% References*
- *25% Fee Proposal*
- *20% Diverse Workforce and W/MBE Utilization:* the review of proposals will also include an analysis of each respondents' minority and women workforce composition, policies, M/WBE utilization and community involvement. Each respondent must provide demonstrative evidence of how it meets these factors. The utilization goal is: 15% minority workforce development, MBE utilization, community involvement, and policies. 5% Women workforce composition, WBE utilization, community involvement and policies.
100% Total

At the completion of the evaluation, a total point value will be compiled for each evaluated proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed or on the point values assigned.

Rejection of Proposals:

BURA reserves the right to reject any or all proposals received in response to this request for proposals for any reason and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of BURA. BURA shall have the right at its discretion to determine not to award a contract based on this request for proposals and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal or proposals that best meets BURA's needs.

It is recognized that each Respondent may have developed unique and typical methods of service delivery. It is not BURA's intention to disqualify a Respondent due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive consideration and evaluation.

Addenda and Modifications:

BURA reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for

submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations to this RFP will be made in writing and posted on t BURA's website at <https://www.buffalourbanrenewal.com/> BURA may also endeavor to notify all Respondents to whom the RFP has been issued.

All addendums shall be incorporated as part of the RFP documents as though they were originally set forth. BURA does not assume any responsibility for the receipt of any addendum sent to any Respondent.

5) Submission Requirements

All Respondents will submit the following:

- a) *Cover Letter.* Provide a cover letter that references this RFP and confirms that all elements have been reviewed and understood. The cover letter should be on firm/ company letterhead and be executed by an individual of the firm/ company with authority to submit proposals.
- b) *Qualifications and Experience.* Provide a complete listing of all key personnel who will be assigned to this project. This will include the relevant experience and qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability to this project. Detail how your team meets the qualification requirements identified in the preceding section and provide supporting documentation.
- c) *Relevant Experience.* Provide a summary of your firm's experience providing each of the services identified in the Scope of Work. Provide sufficient detail so that City and/or BURA staff can easily determine whether or not the experience is relevant. Include the name of the client and when the services were provided for each. City and/or BURA staff fully intend to follow up with your clients to confirm the engagement.
- d) *Rates and Fees.* Respondent shall provide a lump sum fee for the services identified in the Scope of Work. Respondent shall also provide a schedule of hourly rates for each individual that will be assigned to this project, as well as any other fees associated with this work. The lump sum fee shall include all expenses (labor, materials, overhead and profit, equipment, travel, lodging, parking, postage, printing, computer, communications, phone, fax, reimbursable allowances, insurance, etc.) required by your firm to complete the specified services. In the event that additional services are required beyond the services identified in the Scope of Work, a schedule of hourly rates for each individual assigned to this project shall also be provided.
- e) *M/WBE.* Workforce: Respondent should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and respondent's current representation of minorities and women. Community Involvement: Respondent should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises. Respondent Policies: Respondent should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

Responses should be limited to no more than ten (10) pages.

6) RFP Submission – Contact and Questions

Submit Proposal to:

Brandon Baxter
Special Project Manager,
City of Buffalo Urban Renewal Agency
bbaxter@buffalony.gov

Submit Questions to:

Brandon Baxter
Special Project Manager,
City of Buffalo Urban Renewal Agency
bbaxter@buffalony.gov

7) Timeline

Release of Request for Proposals:	Friday October 31, 2025
Deadline for Questions:	Monday November 10, 2025
Answers sent via email	November 11-12*, 2025
Proposals Due:	Friday, November 14, 2025, at 12:00pm EST

to BURA in accordance with applicable law for all damages to BURA caused by the Respondent's negligent performance of any of the services furnished under the contract. The rights of BURA provided for under the contract are in addition to any rights and remedies provided by law.

- a) Formation of Agreement/ Contract with Successful Respondent: The Contract to be negotiated as a result of this RFP shall be by and between the Respondent and the City of Buffalo Urban Renewal Agency and shall contain but shall not be limited to provisions included in this RFP. By submitting a proposal in response to the RFP, the Respondent accepts the terms and conditions set forth herein, as well as any additional terms and conditions required for adherence to federal regulations, sound fiscal management principles and the policies of the City of Buffalo Urban Renewal Agency.
- b) Workplace Diversity: The City of Buffalo Urban Renewal Agency is committed to achieving excellence in workplace diversity that encompasses the equity and social justice principles of the local, state and federal Equal Employment Opportunity laws and the City of Buffalo's policies that promote participation by minority and women owned business enterprises. The City encourages our contracting partners to adopt business methods and models that foster and strive for diversity within their workplaces as a matter of course.

In managing and valuing diversity, the City recognizes that it is the key component of effective people management as well as it is the key to significant organizational benefits such as enhancing productivity of all staff, enhanced equality of opportunity, recruitment and selection

from a wider pool of talents, improved service and client satisfaction and a positive community image. It gives effect to the principles of Equal Employment Opportunity. The City encourages our contracting partners to achieve a workforce that reflects the profile of the broader community and capitalizes on this City's vibrant diversity of people.

- c) Living Wage Ordinance: The Respondent shall comply with the Living Wage Ordinance of the City of Buffalo (Buffalo City Code §96-19), if applicable. The ordinance applies to contracts in which the City pays or receives over \$50,000 and the employer has at least ten (10) employees. It does not apply to contracts for professional services. Compliance includes:

- Paying all covered employees, a living wage. Covered employees are all employees, full or part-time, employed in, on, or for the project or matter subject to the contract, except persons employed in construction work covered pursuant to federal or state prevailing wage laws.
- Submitting quarterly reports to the Living Wage Commission, including the name, address, classification, period of employment and wage rate of all employees covered under the ordinance.
- Posting two (2) copies of the Ordinance or a summary approved by the Living Wage Commission in conspicuous places where notices to employees and applicants for employment are customarily posted.
- Informing employees making less than \$12 per hour of their possible right to the Federal Earned Income Credit and making available forms required to secure advance Earned Income Credit payments from Contractor.

The Respondent's violation of the ordinance will enable any aggrieved employee to file an action against the contractor for damages and/or a grievance with the City's Living Wage Commission. The City has the discretion to terminate this Agreement and pursue any other legal remedies if Respondent fails to comply with the ordinance.

Bidder's Affirmation of Understanding and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

The Board President and Executive Director must review and sign this form.

Bidder affirms that it understands and agrees to comply with the procedures of the City of Buffalo Urban Renewal Agency relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b) commonly known as the New York State Lobbying Act (Act).

Contractor Name: _____

Contractor Address: _____

BY: _____
Signature of Executive Director Date

Print Name

BY: _____
Signature of Board Chairperson Date

Print Name

INSURANCE REQUIREMENTS

The CONSULTANT shall secure policies of Workman's Compensation & NYS Disability, Professional Liability, General and Automobile Liability Insurance, and maintain said policies in force during the life of this contract in the limits set forth:

Workman's Compensation Insurance & NYS Disability:

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the State of New York workmen's Compensation Law.

General Liability:

With respect to all operations the CONSULTANT shall carry Commercial General Liability insurance providing for a minimum limit of two million dollars (\$2,000,000) per occurrence and aggregate for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract.

Automobile Insurance:

With respect to any owned, non-owned, or hired vehicles the CONSULTANT shall carry Automobile Liability insurance providing a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Professional Liability:

With respect to any damage caused by an error, omission or any negligent acts of the CONSULTANT, the CONSULTANT shall carry Professional Liability insurance providing two million dollars (\$2,000,000).

All policies of insurance required by this contract shall be provided and maintained at no cost or expense to BURA and shall name the Buffalo Urban Renewal Agency as an Additional Insured and Certificate Holder with respect to the CONSULTANT'S activities. Professional Liability, Workmen's Compensation and NYS Disability Insurance shall name the Buffalo Urban Renewal Agency as a Certificate Holder.

Any contractor or subcontractor performing work under this contract shall procure and maintain statutory insurance and other insurance as determined by the CONSULTANT so as to properly cover the liability of the CONSULTANT, contractor and subcontractor(s). The policy limits shall be the same as required of the CONSULTANT and the certificates of insurance shall be delivered to the CONSULTANT.

NOTES:

All Certificates MUST indicate and spell out **City of Buffalo** as additional insured where indicated and spell out the Address as 65 Niagara Square, Buffalo, NY 14202 **AND** MUST also indicate and spell out **City of Buffalo Urban Renewal Agency** as additional insured where indicated and spell out the Address as 65 Niagara Square, ROOM 901, Buffalo, NY 14202

All Certificates MUST be submitted within (1) week of contract award letter.

1. Deadline for submittal is: **FRIDAY, NOVEMBER 14, 2025, 12:00 P.M.**, via email. submit one (1) electronic copy to **Brandon Baxter**, bbaxter@buffalony.com
2. Please direct all requests for additional information, clarification to this Request for Proposal in writing to **Brandon Baxter**, bbaxter@buffalony.com, by **Monday, November 10, 2025, 12:00 P.M.**