



Onondaga County
Executive Department

Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

www.ongov.net

Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

Date: October 10, 2023

Subject: Request for Proposal RFP #23-3501-004
Onondaga Department of Planning Lysander Local Waterfront Revitalization Program

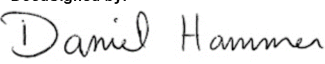
Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide Waterfront Revitalization Program Planning Services for the Onondaga County Department of Planning. The County is seeking a quality firm to provide high quality services.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the undersigned. Otherwise, the only permissible County contacts for vendors regarding this RFP are listed in Sections 4.1, 4.2, and 4.3 or are otherwise identified in the document.

Thank you for your anticipated interest in this service to Onondaga County. If it is not your intention to submit a proposal, please notify us in writing before the proposal close date.

Sincerely,

DocuSigned by:

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Daniel Hammer
Purchasing Director

1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Onondaga County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	10/10/23	Proposal Submission Deadline:	11/02/23
Final Date for Submission of Questions:	10/19/23	Expected Award Date:	TBD
Addendum Answering all Questions Issued by County	10/23/23	Expected Contract Start Date:	TBD

1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York, no later than 3:00 p.m., November 2, 2023. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

1.5. Award and Contract Information

- 1.5.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business

Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

Onondaga County requires all respondents to this RFP for professional services: (1) to be a certified MWBE prime contractor, or (2) to subcontract services and/or purchase supplies from a MWBE partner (or MWBE Partners) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company, or, if such 30% requirement is unattainable, to submit a written explanation for why the 30% requirement is unattainable, along with a description of any attempted efforts to meet the 30% requirement. The County will consider M/WBE contractors that have applied for New York State Certification. Onondaga County will consider on a case by case basis City of Syracuse or other M/WBE certifications your company has attained.

Suppliers that submit proposals in response to this RFP will be required to submit a conceptual plan identifying the services and / or supplies that will be subcontracted or purchased, respectively, from your identified M/WBE partners.

- 1.5.2. The Vendor also agrees that should this firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.
- 1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.



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J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Lysander LWRP
NUMBER: #23-3501-004

CLOSING DATE AND TIME: November 2, 2023 at 3:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record: _____

State of Incorporation _____ Telephone number _____

Mailing Address _____

Email Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place the figure

(0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder 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 labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm 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.

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Lysander LWRP

NUMBER: #23-3501-004

2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

Sustainable Practices: It is the goal of Onondaga County to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving 1% each year over the next 25 years. If contractor participates in any sustainable practices such as but not limited to alternative fuels in contractor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them here for consideration. County may consider high priority sustainability solutions of the contractor after reviewing full and compliant responses to inquiries made in the RFP.

3. PROPOSAL SUBMITTAL

3.1. **Original Proposal** The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Lysander LWRP, #23-3501-004. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

3.2. **Proposal Format** Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

3.2.1. Cover Page:

- 3.2.1.1. Full proposal name and number.
- 3.2.1.2. Submission date and time.
- 3.2.1.3. Prime Contractor name (Onondaga County/Vendor who is responsible).

3.2.2. Table of Contents:

- 3.2.2.1. All items listed in Proposal Format in the sequence listed.

3.2.3. Executive Summary:

- 3.2.3.1. Summarize understanding of the scope of the RFP (project).
- 3.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
- 3.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- 3.2.3.4. State exceptions and omissions to stated requirements.
- 3.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
- 3.2.3.6. Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

3.2.4. Compliance Statement:

- 3.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

3.2.5. Project Coordination and Scheduling

- 3.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

3.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

4. QUESTIONS

4.1. During the period between the earliest notice of the RFP to vendors and the contract award, no county employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.

4.2. All questions regarding the RFP must be submitted by email to rfp@ongov.net

4.3. Questions may also be submitted in writing to:

Daniel Hammer, Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

4.4. Questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

5. REIMBURSEMENT/GIFTS

5.1. Denial of Reimbursement The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

5.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

6. GENERAL PROVISIONS

6.1. Defend, Indemnify, And Hold Harmless

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

6.2. Insurance

6.2.1. Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

6.2.2. Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

6.2.3. Contractor shall obtain these insurance contracts:

6.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership,

maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.4. Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.4. Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

6.2.5. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.5.1. This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York

State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

- 6.2.5.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6.2.5.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6.2.5.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6.2.5.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6.2.5.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6.2.5.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6.2.5.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

- 6.3. Assignment Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.
- 6.4. Independent Contractor Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.
- 6.5. Conflict of Interest At the time Contractor submits a response, or if no response is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

- 6.6. Account Representative The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 6.7. Responsiveness Vendors are expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 6.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.
- 6.9. Advertising Award The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 6.10. Beginning Work The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 6.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials and other resources, etc.
- 6.12 Contract The contract between the County and the Vendor shall include:
 - 6.12.1 The Request for Proposal (RFP) and any amendments thereto, and the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern.

Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

6.12.2 The standard Onondaga County Vendor contract, a copy of which is available upon request.

- 6.13 Extensions and Amendment Contract will be for one (1) year(s) with two (2) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 6.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.
- 6.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 6.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 6.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The county will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.
- 6.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 6.19 Funding Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.
- 6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.
- 6.21 Preparation of Proposal
- 6.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

6.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6.21.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

7. SCOPE OF SERVICE

7.1 Introduction The County of Onondaga, on behalf of the Town of Lysander, is soliciting proposals from qualified urban planning consulting firms, either as a single entity or qualified multi-disciplinary consultant team, to provide proposals.

Onondaga County, as a service to the Town of Lysander, is soliciting proposals for this unique project via this Request for Proposals. The contracts will be between the municipality and the contractor.

7.1.2 Funded Project A description of projects follows.

7.2 Project Management The project will be managed by the local municipal lead jurisdiction. The Town of Lysander shall identify primary staff who shall act as project manager and consultant liaison for the duration of the project.

The Onondaga County Department of Planning (OCDOP), as a project partner, will also be available to support municipal staff resources as necessary and requested by the municipality in terms of management support, data and GIS, review and feedback, and/or committee participation. OCDOP has extensive GIS datasets that may be useful in development of the plan. OCDOP will provide relevant datasets to the consultant for the purposes of this plan.

7.3 Procurement Overview

The Town of Lysander (“the Town”) was awarded a Local Waterfront Revitalization Program (“LWRP”) grant from the New York State Department of State (“DOS”) to develop a joint plan with the Village of Baldwinsville (“the Village”) for their waterfront on the State Barge Canal System. On behalf of the Town, Onondaga County (“the County”) is soliciting proposals from qualified urban planning consulting firms, either as a single entity or qualified multi-disciplinary consultant team, to lead an inclusive and effective community engagement process and develop the plan based on public and stakeholder feedback.

7.3.1 Project Background

The Town and Village are located in the northwestern portion of the County and have over 30 miles of waterfront on the State Barge Canal System, including the Seneca and Oswego Rivers. Lock E-24 is located in Baldwinsville and is one of the busiest locks along the Canal. Over the past three decades, the Town and Village have facilitated transformative public improvements along the Canal to benefit the residents of this area. To further these investments, the Town and Village seek to formalize goals for their extensive and varied waterfront environments in a joint LWRP plan consistent with the Town of Lysander Comprehensive Land Use Plan (updated in 2023), the Baldwinsville Central Business District Strategic Development Plan (adopted in 2006), and the Plan Onondaga County Comprehensive Plan (adopted in 2023).

7.3.2 Project Management

The OCDOP will be the primary administrative agency for the plan and support the Town and Village in managing the planning process as necessary. The Town, Village, and OCDOP, collectively the “Project Team,” will take an active role in providing available data, background information, and existing reports as necessary to the Consultant(s) to assist in the preparation of the plan.

7.4 Project Objectives

The primary waterfront issues to be addressed by the Town of Lysander and Village of Baldwinsville LWRP have been preliminarily identified as the need for these two municipalities along the Seneca River to work together to develop goals for the varied waterfront environment, provide efficient infrastructure and revitalize inclusive communities for long term economic growth and job creation, along with placemaking and quality of life improvements.

7.5 Scope of Services

The Consultant's scope of work for the LWRP will consist of the following tasks:

7.5.1 Project Initiation Meeting

The Project Team, Consultant(s), DOS, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, involvement by the municipal attorney, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Consultant(s) shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Information on preparing a Local Waterfront Revitalization Program is contained in the Department's guidebooks:

- "Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs" found at:
<https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf>
- "Making the Most of Your Waterfront: Enhancing Waterfronts to Revitalize Communities" found at:
https://www.dos.ny.gov/opd/programs/pdfs/Guidebooks/lwrp/LWRP_guidebook.pdf

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.

7.5.2 Waterfront Advisory Committee

The Project Team will establish a Waterfront Advisory Committee to oversee all aspects of the project in cooperation with the Consultant(s). The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the DOS for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

7.5.3 Project Advisory Committee Meetings

In consultation with the Project Team and DOS, the Consultant(s) shall hold an initial meeting with the Waterfront Advisory Committee to:

- 1) Review project requirements, site conditions, and roles and responsibilities;
- 2) Identify new information needs and next steps;
- 3) Transfer any information to the Consultant(s) which would assist in completion of the project.

The Waterfront Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Regular meetings shall occur at mutually agreed upon points in the design process.

The Contractor(s) shall schedule and participate in each Waterfront Advisory Committee meeting and provide any meeting materials. Following each meeting, the Consultant(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

Products: Meeting materials for each Waterfront Advisory Committee meeting and written meeting summaries.

7.5.4 Project Team Meetings

The Project Team and Consultant(s) shall meet regularly for internal communication with broader coordination meetings occurring as needed throughout the life of the contract.

7.5.5 Preparation of a Community Outreach Process and Plan

The Consultant(s) shall prepare a method and process to encourage community participation in development and implementation of the LWRP. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings and other public engagement activities such as social media, workshops, charrettes, etc. All public meetings will be advertised in the community through press releases, announcements, individual mailings, digital media, municipal website postings, and any other appropriate means. Meetings and public engagement shall be scheduled in a manner that maximizes attendance and participation from all interested community members. The Consultant(s) may utilize the New York State Office for New Americans and their Community Navigators to encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities. A summary of each public outreach session will be made available in written form and through other appropriate means, such as website or social media.

The outreach plan shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval.

Product: Approved community outreach plan.

7.5.6 Draft Section I - Waterfront Revitalization Area Boundary

The Contractor(s) shall prepare a narrative description and map of the waterfront revitalization area which includes surface waters and underwater lands. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, viewshed, and any other factors. References to the Inventory and Analysis section justifying the inclusion of particular areas should be included in this section if beneficial for increased understanding. The narrative must be accompanied by a boundary map showing the proposed waterfront area, including the Harbor Management Plan boundary. For the New York State Coastal Boundary and other data that may be useful for preparing the LWRP boundary see the Geographic Information Gateway at: <http://opdgig.dos.ny.gov/#/map>. See DOS staff for additional tools and guidance to complete this section.

Draft Section I shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval. The Consultant(s) shall provide modifications to the draft, as necessary, to ensure the LWRP is consistent with State policies and program requirements.

Products: Draft Section I - Waterfront Revitalization Area Boundary, including narrative and map(s).

7.5.7 Draft Section II - Inventory and Analysis

The Consultant(s) shall inventory, describe and map existing natural and built resources and conditions within the waterfront revitalization area including the harbor (which includes surface waters and underwater lands). For guidance see: “Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs” found at:

<https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf> and the Inventory and Analysis Checklist. See DOS staff for additional tools and guidance to complete this section. In addition, this section must provide a thorough analysis of waterfront issues, opportunities, and constraints to economic development and resource protection needs. This section will provide an assessment of the vulnerable resources and potential risks associated with storms, flooding, and the effects of climate change. The inventory and analysis must be broad enough to ensure consideration of important waterfront resources, problems and opportunities and detailed enough to support development of a specific and realistic LWRP. This section should also incorporate the inventory and analysis of the relationship between waterside uses that have the potential for conflict, congestion, or competition in support of the Harbor Management Plan.

Topics to be addressed, commensurate with the local conditions, should be addressed in the Inventory and Analysis Checklist, including:

- Community Profile
- Existing Land and Water Uses and Public Access
- Natural Resources
- Flooding and Erosion (Risk and Resiliency)
- Historic and Cultural Resources
- Harbor Management Plan Inventory
- Existing Authorities of Federal, State, Regional, and Local Agencies that have Jurisdiction in the Waterfront Revitalization Area
- Summary of existing Plans, Projects and Initiatives that affect the waterfront area such as the municipal comprehensive plan, Hazard Mitigation Plans, watershed management plans, downtown revitalization plans, community resiliency plans.

Draft Section II shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval. The Consultant(s) shall provide modifications to the draft, as necessary, to ensure the LWRP is consistent with State policies and program requirements.

Products: Draft Section II - Inventory and Analysis with accompanying maps to depict the municipality's waterfront area resources, issues, and opportunities. Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to DOS.

Read and provide existing local land use laws/regulations/ordinances. See the LWRP Preparation Guidance on local laws for additional information.

Products: List of current existing local land use laws/regulations/ordinances.

7.5.8 First Public Information Meeting

Following completion of the initial drafts of Section I - Waterfront Revitalization Area Boundary and Section II - Inventory and Analysis, the Consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections I and II.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

7.5.9 Draft Section III - Local Waterfront Revitalization Program Policies

The Consultant(s) shall review the State waterfront revitalization policies from DOS staff. Any revisions proposed by the Project Team shall be inserted on the provided document as comments or notes and returned to DOS staff.

Proposed revisions should be based on information provided in the Inventory and Analysis. The revised policy explanation may add specific local standards and proposed land and water uses for determining consistency with the policies. A full policy analysis shall be performed, and matrix prepared to demonstrate how each policy shall be implemented to legally uphold the LWRP.

Product: Draft Section III - Local Waterfront Revitalization Policies with comments or notes.

Should the Project Team propose revisions, a conference call with DOS staff will be required. Once the Project Team has reviewed DOS response, they can accept the final changes and submit finished Draft Section III – Local Waterfront Revitalization Policies.

Product: Draft Section III – Local Waterfront Revitalization Policies

Review existing local land use laws/regulations/ordinances for ability to implement the LWRP and identify any amendments or new laws necessary.

Product: List of laws identified that need to be drafted or amended to implement the LWRP.

7.5.10 Draft Section IV - Proposed Land and Water Uses and Proposed Projects

The Consultant(s) shall describe and map proposed long-term land and water uses within the waterfront area, and proposed projects necessary to implement the LWRP. The proposed land and water uses of the LWRP translate the Policies into a cohesive, physical plan for the waterfront area. For guidance on what information is necessary to describe a proposed project see Appendix 8 of the LWRP Preparation Guidance found at: <https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf>. See DOS staff for additional tools and guidance to complete this section.

Draft Section IV shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval. The Consultant(s) shall provide modifications to the draft, as necessary, to ensure the LWRP is consistent with State policies and program requirements.

Products: Draft Section IV - Proposed Land and Water Uses and Proposed Projects accepted by the Project Team and approved by DOS.

7.5.11 Second Public Information Meeting

Following completion of the initial draft of Section IV - Proposed Land and Water Uses and Proposed Projects, the Consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Section IV.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

7.5.12 Draft Section V - Techniques for Local Implementation of the Program

The Consultant(s) shall describe existing local laws and regulations, as well as any new or amended laws or regulations which are necessary to both improve community resilience and implement the policies, strategies,

proposed uses, and projects set forth in the LWRP. Relevant local land use controls may include, but are not limited to the zoning code, subdivision review, site plan review, design standards, stormwater management and flood damage prevention. The Consultant(s) shall draft such local laws and regulations as are necessary to implement the LWRP. Full drafts of new or amended (existing) laws and regulations, including a local consistency review law, should be attached as appendices to the LWRP. Local laws, regulations, and procedures essential to the implementation of the policies and purposes of the LWRP must be in place at the time of approval of the program by the Secretary of State.

The Consultant(s) shall also describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary in order to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, or providing technical assistance.

The Consultant(s) shall also describe a local management structure for reviewing proposed waterfront projects for consistency with the approved LWRP, and the financial resources required to implement the approved LWRP. Implementation of the LWRP will be a continuing responsibility of the municipality. In preparing its LWRP, the municipality needs to consider the costs of implementing the program and whether the funds needed are, or can be reasonably expected, to be available.

Draft Section V shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval. The Consultant(s) shall provide modifications to the draft, as necessary, to ensure the LWRP is consistent with State policies and program requirements.

Products: Draft Section V - Techniques for Local Implementation of the Program, and ALL drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law.

7.5.13 Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP

DOS shall provide a generic list of federal and State agency actions and programs which are to be undertaken in a manner consistent with the LWRP. The Consultant(s) shall describe specific federal and State actions necessary to further implementation of the LWRP (technical assistance, funding, procedural changes, etc.).

Draft Section VI shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval. The Consultant(s) shall provide modifications to the draft, as necessary, to ensure the LWRP is consistent with State policies and program requirements.

Products: Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP.

7.5.14 Draft Section VII - Local Commitment and Consultation

Developing local support for the LWRP is the most critical factor determining the success of the program. The Consultant(s) shall describe the public consultation efforts undertaken in the preparation of the LWRP, such as public hearings, public informational meetings, and/or meetings with governmental agencies. All activities undertaken to consult and obtain local support and commitment should be thoroughly documented. The Consultant(s) shall also describe any local committees created to oversee preparation of the LWRP, as well as the role of other municipal agencies.

Draft Section VII shall be submitted to the Project Team for review. Any subsequent revisions will be made before submission to DOS for review and approval. The Consultant(s) shall provide modifications to the draft, as necessary, to ensure the LWRP is consistent with State policies and program requirements.

Products: Draft Section VII - Local Commitment and Consultation.

7.5.15 Determination of Significance and Compliance with SEQRA

A municipality's preparation and adoption of an LWRP involves compliance with State Environmental Quality Review Act (SEQRA) regulations. The Town shall request designation as Lead Agency for purposes of SEQRA. The Consultant(s) shall assist the Lead Agency with the preparation of a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting an LWRP. The Lead Agency shall distribute and file the Full Environmental Assessment Form as necessary under SEQRA. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Consultant(s) will assist the Lead Agency with the preparation of a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with SEQRA regulations and guidelines. If the findings of the Determination of Significance are such that the LWRP will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary, and no further actions are necessary under the SEQRA regulations. The Town and Village shall determine whether a public hearing will be held on the Draft LWRP. Completed SEQRA documents shall be submitted to DOS for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the Consultant(s), shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with SEQRA regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held, and the hearing notes should be submitted to DOS.

7.5.16 Complete Draft LWRP

The Consultant(s) shall submit an electronic copy (Word format with each map as an individual pdf, as well as a GIS shapefile of the LWRP boundary in a format compatible with DOS's Geographic Information Gateway) and up to two (2) paper copies upon request of the complete Draft LWRP document, with integrated harbor management, including a complete Draft Generic Environmental Impact Statement (if one is to be prepared) and new or amended (existing) laws and regulations, incorporating comments provided on each component section, to DOS for approval. If revisions to the complete Draft LWRP are needed, based on DOS review, the Consultant(s) shall make the required changes and resubmit the document to the Project Team for review.

All comments and requested revisions must be addressed to the satisfaction of DOS prior to advancing the document to 60-Day Review.

Following acceptance of the complete Draft LWRP document by DOS, the Project Team shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to DOS for review by potentially affected State, Federal, and local agencies - by resolution of the local municipal legislative body. The Consultant(s) shall also provide one (1) hard copy and one electronic copy (formatted in Microsoft Word) of the complete Draft LWRP document to DOS.

Upon receipt of the required number of copies of the Draft LWRP and Draft Generic Environmental Impact Statement, if applicable, DOS shall initiate a 60-Day Review by State, Federal, and other local agencies concurrent with the SEQRA review (if applicable).

Products: (1) Draft LWRP acceptable to DOS; (2) GIS shapefile of the LWRP boundary in a format compatible with DOS's Geographic Information Gateway and (3) a resolution of the local municipal legislative body

accepting the Draft LWRP as complete and ready to be submitted to DOS for review and initiation of the 60-Day review process.

7.5.17 Third Public Information Meeting

Following completion of the Draft LWRP and in conjunction with 60-Day Review and compliance with SEQRA, the Consultant(s) shall conduct a public information meeting or meetings on the Draft Program.

Products: Public meeting(s) held. Minutes of the public information meeting(s) and identification of changes to be made to the Draft Program as a result of the public meeting submitted to DOS for review and approval.

7.5.18 Final LWRP

Following the 60-Day Review period of the Draft LWRP and Draft Generic Environmental Impact Statement, if applicable, DOS shall meet with the Project Team to discuss all 60-Day comments received, determine appropriate responses. The Consultant(s) shall help revise the LWRP document to reflect each response. All supporting local laws proposed for adoption in conjunction with the adoption of the LWRP, and the Final Environmental Impact Statement (if applicable), shall also be revised as necessary to reflect 60-Day comments and responses, to the satisfaction of DOS.

Additionally, the Project Team shall also submit to DOS a schedule of adoption of the LWRP and any local laws necessary for implementation of the LWRP.

Products: An electronic copy and up to two (2) paper copies upon request of the Final LWRP and supporting local laws (and Final Environmental Impact Statement, if applicable), along with electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to DOS, and schedule of adoption.

7.5.19 MWBE Reporting

The Consultant(s) shall work with the Project Team to report compliance with the provisions of Article 15-A of the New York State Executive Law using the New York State Contract System ("NYSCS").

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Products: Ongoing reporting through NYSCS during the life of the contract.

7.5.20 Project Status Reports

The Consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to the Project Team during the life of the contract.

7.5.21 Final Project Summary Report and Measurable Results forms

The Consultant(s) shall work with the Project Team to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

7.6 Proposal Requirements

7.6.1 Planning Approach

Respondents must describe their understanding of, and approach to, the project scope of services described above. Respondents may include items not specifically outlined in this RFP in their proposal, which the vendor feels can be pertinent to or an added benefit to the services requested.

7.6.2 Waterfront Advisory Committee and Public Information Meetings

Respondents must clearly outline a plan for active and meaningful participation with the Waterfront Advisory Committee and engagement with the public, and how maximum engagement shall be achieved by the Consultant(s).

Provide detail in the following areas:

- A schedule of anticipated meetings, workshops, hearings, or other means by which input shall be solicited. Efficient, creative facilitation and outreach are encouraged.
- A description of both printed materials as well as website, social media, or other digital communication to be used during the planning process.

7.6.3 Project Team Meetings

Respondents must propose a schedule for regular internal communication throughout the life of the contract.

7.6.4 Deliverables

In addition to the products described in the scope of services, the final deliverables are to include the following:

- 1) Three (3) hard copies of the final draft distributed to the Project Team.
- 2) A digital version of the final draft distributed to the Project Team.
- 3) Digital transmission of any GIS files created during the course of the project. Any new datasets created by the Consultant(s) shall be provided to OCDOP as requested in an ESRI Geodatabase or Shapefile format that seamlessly integrates into the Planning Department's system. OCDOP and local GIS data will only be made available upon execution of Consultant contracts. Any proprietary data provided to the Consultant(s) by OCDOP shall remain the property of Onondaga County, shall only be utilized for the purposes outlined in the executed contract, and must be relinquished back to OCDOP at the end of the contract term.

7.6.5 Timeline

Term of the contract will be as required to complete the project. The following is an anticipated target timeline for draft and final plan deliverables:

Notice of Award:	2-4 weeks after proposal deadline
Project Initiation Meeting:	3-4 Months Later
Completion of Draft Plan for DOS Review:	24-30 Months Later
End of Consultant Contract:	Upon Municipal Approval

Respondents must provide a timeline of milestones for each step of the work program, based on the above targets, including a clear and precise statement as to the date the Consultant(s) will be able to begin to provide these services.

7.6.6 Staffing Plan

Respondents must provide a list of all personnel who will be assigned work pursuant to this RFP (including subcontractors), a description of their role in the project, and their resumes showing qualifications, educational background, relevant training, and experience.

7.6.7 Cost Proposal/Budget

New York State grant funding awarded for this project is \$120,000. Local match funding in the amount of \$40,000 will be provided in kind by staff of the Town, Village, and OCDOP and with volunteer services by the Waterfront Advisory Committee.

Respondents must provide a detailed budget accounting for all project costs, including:

- Estimates of expenses for each of the tasks described in the scope of services.
- Personnel expenses which state the name and title of each individual assigned to the project, their hourly rate, and the number of estimated hours the individual will be working on the project.
- Administrative costs for travel, postage, photocopying, digital services, printing, and other related expenses.

This grant-funded project shall be a lump sum contract for consultant services. All expenditures by the Consultant(s) including labor, supplies, travel, and printing, shall be included in the proposal price.

Please provide hourly rates by title for any additional services that may be necessary.

7.6.8 Qualifications and References

Respondents must provide a list of qualifications, and evidence of expertise and experience of the contractor and any subcontractors to carry out the requested services, including credentials and professional affiliations your organization has in the areas related to this proposal. The preferred Consultant(s) will possess demonstrated experience with comprehensive planning, land use and infrastructure planning, urban design, and economic development, and must have a strong community engagement portfolio. Include references from current and past accounts of similar size and configuration, particularly within New York State, current long-term customers and/or customers with plans implemented in the past five (5) years.

8. EVALUATION METHODOLOGY

8.1. Onondaga County reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, with primary consideration afforded to cost, experience, and ability to perform the work. Secondary consideration will be afforded to those factors identified within Sections 1, 2, and Section 7 of the RFP, including implementation, references, quality standards, environmental initiatives, and utilization of disadvantaged workers and business owners.

8.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements

Experience

Future Contract Costs and Risks

Company Statistics

Responsiveness to the items in Section 7, Scope of Work

References

Price

Oral Presentations (upon request)

Credibility of Vendor

Minority and Women's Business Enterprises Compliance

Sustainability Solutions and Practices