

Onondaga County Division of Purchase

Request for Proposals

Title: Housing Development Organization Grant

RFP Number: 24-3520-001

Release Date: November 27, 2024

Due Date: December 16, 2024





Onondaga County
Executive Department
Division of Purchase

J. RYAN MCMAHON, II
County Executive

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

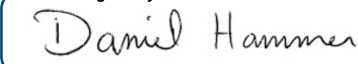
DANIEL HAMMER
Director

Dear Vendor:

Enclosed is an Onondaga County Request for Proposal seeking a contract to provide services for Onondaga County. 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. Thank you for your anticipated interest in this service to Onondaga County.

Sincerely,

DocuSigned by:

57E9E966235047B...

Daniel Hammer

Purchasing Director

Attachments

- CHDO Certification
- HOME CHDO Budget Form

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INTRODUCTION

HOW TO USE THIS DOCUMENT

This Document provides details of a Request for Proposal (RFP), as well as instructions on how to respond to this RFP and contract requirements.

PART I: THE SPECIFICS OF THIS RFP

- Section 01 (RFP Overview) and Section 02 (Scope of Work) provide the timeline, term, and details of this RFP.

PART II: THE RFP PROCESS

- Section 03 (Proposal Submission Process and Procedure) explains the general process and procedure for the submission of Proposals to the County.
- Section 04 (Required Forms) contains the necessary forms the Vendor must complete.
- Section 05 (Evaluation and Selection Criteria) details the factors the County considers when evaluating Proposals.

PART III: REQUIREMENTS UPON AWARD AND SAMPLE REQUIRED CONTRACT TERMS

- Section 06 (Award Information) provides information in the event that the Vendor's Proposal is accepted.
- Section 07 (Sample Required Contract Terms) contains sample standard contract terms similar, if not identical, to the terms of the contract the Vendor will be asked to sign if ultimately awarded the contract.

PART I: THE SPECIFICS OF THIS RFP

SECTION 01: REQUEST FOR PROPOSAL (RFP) OVERVIEW

1.1 Summary

Onondaga County Community Development (OCCD) is now accepting proposals from Community Housing Development Organizations (CHDOs) for the use of **\$411,700.00** available for housing projects which benefit low income residents of Onondaga County. Projects must be located in Onondaga County. “Shovel ready” projects will be given priority.

1.2 Term

Contract will be for one (1) year 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.

1.3 Timeline

The following schedule has been established for the Request for Proposals. Please note that any changes to the dates up to the proposal submission deadline will be sent out as an addendum prior to the proposal deadline of this RFP.

Event	Date
RFP Release Date	11/27/2024
Non-mandatory Pre-Proposal Meeting	N/A
Question Submission Deadline	12/05/2024
Addendum to RFP released by County	12/09/2024
Proposal Submission Deadline	12/16/2024 by 3:00 PM
Award / Non-Award Letters Sent	4-8 weeks after submission deadline

1.4 Pre-proposal Meeting Information

There is no pre-proposal meeting scheduled for this request.

1.5 Questions and other Communication During the RFP Process

All questions regarding the RFP must be submitted electronically to RFP@ongov.net by the question deadline date unless otherwise instructed by the Purchasing Director. Questions will be answered through an official addendum issued by the Purchasing Director. Questions received after the deadline may be answered at the discretion of the Department and Purchasing Director.

During the period between the RFP Release Date and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement.

SECTION 02: SCOPE OF WORK

2.1 Onondaga County Overview

Onondaga County is located in Central New York, home to the City of Syracuse and is within 350 miles of all major cities in the northeast. The County has a land area of 806 square miles and is approximately 35 miles in length and 30 miles in width and has an abundance of lakes, rivers, and 25 miles of the New York State Barge Canal System. Over 2,600 miles of highways, roads and streets service the County, which has contributed to establishing the County as the "crossroads of New York State". The 2020 U.S. Census showed a population of 476,516. A 2020 estimate showed the City of Syracuse with a population of 148,620. The City of Syracuse is situated in the approximate center of the County and serves as the focus for commercial and business activities.

2.2 Introduction and Background

Onondaga County Community Development (OCCD) is now accepting proposals from Community Housing Development Organizations (CHDOs) for the use of **\$411,700.00** available for housing projects which benefit low income residents of Onondaga County. Projects must be located in Onondaga County. "Shovel ready" projects will be given priority

2.3 Eligible Applicants

Non-profit housing organizations which meet the CHDO criteria, as defined by the National Affordable Housing Act of 1990, and the rules and regulations at 24 CFR Part 92, are eligible to apply. CHDO application checklist and requirements are included in the application and should be submitted along with the grant application forms.

2.4 Allowable Uses of Funds

CHDO set-aside funds may be used for projects that are owned, developed, or sponsored by a nonprofit that meets the requirements and is eligible to be designated as a CHDO by OCCD. Previously, these roles were limited to development activities—that is, projects that involved acquisition, rehabilitation, and/or new construction of housing for sale or rent to low-income families. However, the 2013 HOME Final Rule amended the definitions of these roles and now nonprofits can also own and manage HOME-assisted housing that it does not develop. CHDO set aside funds may **not** be used for administering tenant-based rental assistance or down payment assistance programs.

2.5 Project Objectives and Guidelines

HOME Investment Partnership Program Introduction and Submission Requirements

The HOME Investment Partnership Program was created under Title II of the National Affordable Housing Act of 1990. The general purposes of HOME are expanding the supply of decent and affordable housing, strengthening the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent affordable housing, providing financial and technical assistance to participating jurisdictions, and extending and strengthening partnerships among all levels of government and the private sector, including for profit and nonprofit organizations, in the production and operation of affordable housing.

As part of the HOME program, a minimum of 15% on the County's annual HOME award must be allocated for housing development activities in which qualified Community Housing Development Organizations (CHDOs) are the owners, developers and/or sponsors of the housing.

A CHDO is a specific type of private non-profit entity that meets certain requirements pertaining to their legal status, organization structure, and capacity and experience. Onondaga County is required to certify/recertify CHDOs on an annual basis.

Onondaga County is also able to set aside up to 5% of the total HOME program allocation to be used by CHDO's for administration and operating expenses in conjunction with running a CHDO program. Please note HOME regulations require that any CHDO must have an eligible project using CHDO reserve funds for the development of housing within 12 months of receiving CHDO operating funds. CHDO Operating funds may not be awarded to an agency without establishing a viable HOME funded project within the program year.

IF APPLYING FOR CHDO OPERATING FUNDS, PLEASE TAKE NOTE:

Eligible Applicants *must*:

1. Certify or recertify as a Community Housing Development Organization through this application process.
2. Demonstrate the financial management and programmatic expertise to successfully develop, design, implement and monitor the proposed activities. This expertise is demonstrated through previous experience in successfully developing projects similar to the one proposed, either by partners or key staff within the business or organization.
3. Be able to meet other Federal requirements relative to the HOME program, specifically those concerning equal opportunity and fair housing, affirmative marketing, environmental review, displacement, relocation, and acquisition, labor, lead-based paint, conflict of interest, debarment and suspension, and flood insurance. Federal requirements include those listed in Title 42, Chapter 130 and CFR Title 24 Part 92.

Note: Additional federal requirements apply.

Application Submission

Applications for CHDO certification and/or CHDO Operating funding are available online at: <http://www.ongov.net/cd/whatsNew.html> or an application may be mailed upon request.

Please complete the application and submit via email to:

Onondaga County Community Development

Attn: Susan Boyle

Deputy Director

SusanBoyle@ongov.net

Please call 315-435-3558 X 5810 to arrange for technical assistance or for a mailed copy of the application

All funding applications are due no later than 12/16/24

One application should be completed for each individual program seeking HOME funding. All documentation must be submitted with the application by the deadline in order to be considered for certification or funding.

A complete proposal will include the following:

1. CHDO Certification

A. Completed CHDO Requirements Checklist, to include all attachments such as board by-laws, articles of incorporation, policies and procedures, etc. necessary to provide proof that each objective in the CHDO Checklist is met.

B. Completed list of current Board of Directors. Included in the Board of Directors list, please provide information on which Board members represent or are low-to moderate-income (LMI) neighborhood residents. For each LMI Board member, have them sign the appropriate certification on page two.

C. Board Resolution authorizing submission of this application.

2. HOME Funding Application

A. Funding Application Information and Agreement Form

B. Program Narratives

C. Completed Program Budget

2.6 CHDO Certification

Attachment CHDO Certification

2.7 Costing Proposal

Please use Attachment HOME CHDO Budget Form

2.8 References

Three (3) written references should be submitted on behalf of the Vendor with specific contact information (address, phone, and email). References should evidence the ability and capacity of the Vendor to be successful in the proposed project.

2.9 Experience

We request that all respondents provide detailed information regarding their relevant experience in similar projects or initiatives. Please include specific examples highlighting your expertise and success in delivering outcomes comparable to the scope outlined in this RFP.

PART II: THE RFP PROCESS

SECTION 03: PROPOSAL SUBMISSION PROCESS AND PROCEDURE

3.1 Summary

The complete Proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy (in the form of a flash drive), to the Onondaga County Division of Purchase, John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York 13202, no later than 3:00 p.m. on the Proposal submission deadline. All proposals shall be marked with the RFP Number and Title on both the envelope and the cover page. Vendors shall include all documents necessary to support their proposal in the sealed package. This shall include, but not be limited to, the two forms to be completed in Section 04 of this RFP. Vendors are expected to examine specifications, schedules, and instructions included in this RFP. Failure to do so will be at the Vendor's risk.

3.2 Proposal Requirements

Proposals shall include the following:

- Cover Page with full proposal name, RFP number, date, and prime contractor name.
- Table of Contents
- Executive Summary
- Response to scope
 - Summarize understanding of the scope and explain how your solution or approach addresses the requirements provided in this RFP.
 - Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
 - Provide education, experience, and general information related to specific personnel who will be working on this project
 - Submit a project schedule
 - Provide a pricing proposal
- Compliance Certification, Verification, and signature

3.3 Proposal Certification, Verification, and Signature

Proposals not signed by an authorized officer of the Vendor's organization may be eliminated. It is the sole responsibility of the Vendor to ensure that they have received the entire Request for Proposal. The Request for Proposal and any addenda may be secured by contacting the Division of Purchase.

3.4 Pricing

No proposal will be considered which is not accompanied by pricing as requested. "Time and materials" pricing will not be considered.

3.5 Statement of Assumptions and Exceptions

The Vendor will clearly describe any assumptions or exceptions made (by them) in order to successfully complete the proposal. This statement can include, but is not limited to, any

assumptions or exceptions that Onondaga County will provide space, people, materials, alternative solutions, or exceptions to requirements within the RFP.

Each Proposal submitted in response to this RFP shall list any deviation(s), exception(s), or variation(s) to all sections of this RFP, referencing the section where the proposed change exists and stating the proposed revision. Proposers must provide a written explanation to include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions.

3.6 Preparation of Proposal

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. In case of error in the extension of prices in the Proposal, unit prices will govern.

3.7 Proposal Modifications

A proposal that is in the possession of Division of Purchase may be amended by sending an email to RFP@ongov.net (or letter to the Division of Purchase office address) bearing the signature and name of an authorized officer of the Vendor's organization, provided it is received prior to the Proposal submission deadline. Fax, telephone, or verbal alterations will not be accepted.

3.8 Withdrawal of Proposal

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 by contacting RFP@ongov.net.

3.9 Timing

Proposals must be received on or before the Proposal submission deadline. Proposals received after the Proposal submission deadline will not be considered. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in Section 3.1. It shall not be sufficient to show that the proposal was mailed in time to be received before the Proposal submission deadline.

3.10 Schedule of Events

The schedule of events set out in the RFP timeline in Section 01 represents the County of Onondaga's best estimate of the schedule that will be followed for the RFP process. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. After the RFP Release Date, the County reserves the right to adjust any or all of the proposed dates on an as-needed basis with or without notice. If a component of this schedule is delayed, the remainder of the schedule may be shifted as appropriate. Any changes to the dates up to the Proposal submission deadline will be sent out as an official, written addendum prior to the Proposal submission deadline of this RFP.

3.11 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.

3.12 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.

3.13 Effective Dates of Proposal

All terms, conditions, and costs quoted in the Proposal will be binding on the Vendor for 180 days from the last date to submit the Proposal.

3.14 FOIL and Proprietary Information

Proposal information is restricted and not publicly available until after the Contract award date. 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. If any request is received regarding this Proposal, you will be afforded the opportunity to submit justification to exempt any section you have identified in your Proposal as proprietary. It will be the Vendor's responsibility to qualify the section under the proprietary exemption. 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 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.

3.15 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 an RFP process.

SECTION 04: REQUIRED FORMS

Form A: Proposal Certification Form

Form B: Sexual Harassment Certification Form



**ONONDAGA COUNTY
FORM A: PROPOSAL CERTIFICATION FORM**

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 proposing 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, Vendor subscribes, and Vendor affirms as true under penalties of perjury the following statement:

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

RFP Title	
Firm Name	
Address of Record	
State of Incorporation	
Mailing Address	
Federal ID Number	
Printed Name and Title	
Email Address	
Authorized Signature	
Number of Addenda Received	

FORM B: SEXUAL HARASSMENT CERTIFICATION FORM

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 proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

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

By signing below, this proposal shall be deemed to have been authorized by the board of directors of such proposer, and such authorization shall be deemed to include the signing and submission of such proposal 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 proposal 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.

Company Name	
Authorized Signature	
Printed Name and Title	
Date	
RFP #	
RFP Name	

SECTION 05: EVALUATION AND SELECTION CRITERIA

5.1 Evaluation and Selection Criteria

Onondaga County reserves the right to award this contract in part or in whole to a qualified Vendor or Vendors.

Criteria to be evaluated by the County will include, but not be limited to, the following:

- Compliance with the RFP format requirements
- Experience
- Future Contract Costs and Risks
- Company Statistics
- Responsiveness to the items within the Scope of Work section
- References
- Price
- Presentations (upon request)
- Credibility of Vendor
- Minority and Women's Business Enterprises Compliance
- Sustainability Solutions and Practices

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 Section 02 and Sections 5.2 and 5.3 of the RFP, including implementation, references, quality standards, environmental initiatives, and utilization of disadvantaged workers and business owners.

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.

5.2 Minority and Women's Business Enterprises Compliance

Onondaga County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) as Vendors and suppliers. MWBE and EEO (Equal Employment Opportunity) 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 Vendor, or (2) to subcontract services and/or purchase supplies from an MWBE partner(s) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company are from an MWBE partner(s), or (3) 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 MWBE Vendors that have applied for New York State Certification.

Onondaga County will consider on a case by case basis City of Syracuse or other MWBE certifications your company has attained.

Vendors 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 the identified MWBE partner(s).

5.3 Sustainability Solutions and 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 a 1% reduction each year over the next 25 years. If the Vendor participates in any sustainable practices such as, but not limited to, alternative fuels in Vendor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them here for consideration. The County may consider high priority sustainability solutions of the Vendor after reviewing full and compliant responses to inquiries made in the RFP.

PART III: REQUIREMENTS UPON AWARD AND SAMPLE CONTRACT TERMS

SECTION 06: AWARD INFORMATION

6.1 Contract

The successful Vendor will enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the Proposal 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 or the Proposal that conflict with the signed and fully executed Contract.

6.2 Piggybacking

Onondaga County will make this contract available to all municipalities, subject to eligibility under New York State law. Vendors 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.

6.3 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 ensure that the account would be administered in an organized and systematic manner.

6.4 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.

6.5 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.

6.6 Failure to Perform

Failure of the awarded Vendor to furnish the service awarded as per their Proposal or County requirements shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

Section 07: Sample Required Contract Terms

If the Vendor is awarded the Contract for this Project, the Vendor accepts that it will be required to agree to language in the Contract that will be similar or identical to the following:

7.1 Warranty

The Vendor expressly represents and 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.

7.2 Defend, Indemnify, and Hold Harmless

To the fullest extent permitted by law, Vendor 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 Vendor, its Vendors 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 Vendor, its Vendors 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 Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such indemnitee 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.

7.3 Liability Insurance

Vendor shall obtain, from an Vendor 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.

Vendor 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 Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the Vendor to name, make, and add County as additional insured so as to obligate the Vendor 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 Vendor to obligate the Vendor 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 Vendor to obligate the Vendor 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 Vendor'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.

Vendor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the Vendor 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.*

Automobile liability insurance contract that shall obligate the Vendor 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.

Umbrella liability insurance contract that obligates the Vendor 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.

Professional liability insurance contract that shall obligate the Vendor 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.

Onondaga County reserves the right to amend, lower, or require additional insurance or endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work proposed under this Request for Proposal.

Vendor 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 Vendor 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 Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Vendor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

7.4 Workers' Compensation and Disability Benefits

This agreement shall be void and of no effect unless Vendor 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.

Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor'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:

1. Board form C-105.2 (Fund form U-26.3, if the Vendor is the State Insurance Fund), subscribed by the Vendor, showing that Vendor, 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.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, 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.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, 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.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, 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.

5. Board form DB-120.1, subscribed by the Vendor, showing that Vendor, 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. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, 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.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, 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.

7.5 Assignment

Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

7.6 Independent Vendor

Vendor is an independent Vendor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

7.7 Conflict of Interest

At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall deliver to County's Department of Law, the attached affidavit certifying that Vendor 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 Vendor. Vendor assumes full responsibility for knowing whether Vendor'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, Vendor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor'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, Vendor shall suspend all work and services, and County's payments to Vendor 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 Vendor, and Vendor shall disclose the same. Vendor 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. Vendor 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, Vendor 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 Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor 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.

7.8 Licenses and Permits

Vendor shall obtain at Vendor's own expense all licenses or permits required for Vendor's services or work under this agreement, prior to the commencement of Vendor's services or work.

7.9 Appropriations

Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use reasonable 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. 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.

7.10 Agreement Modifications

This agreement represents the entire and integrated agreement between County and Vendor and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Vendor.

7.11 Severability

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

7.12 Clauses Required By Law

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

7.13 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 or the Northern District of New York, and Vendor consents to such jurisdiction. County does not agree to arbitration.

7.14 Suspension and Debarment

Vendor certifies that, except as noted, Vendor and any person associated with Vendor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any government agency within the past three years.

7.15 Non-Discrimination

The Vendor also agrees to not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability. The successful Vendor shall comply with the Americans with Disabilities Act.

7.16 Audit

The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

7.17 Ownership of Documents/Work Product

It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor 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.

7.18 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 Vendor, 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 Vendor, 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.