



Onondaga County

Executive Department

**Division of Purchase**

John H. Mulroy Civic Center, 13<sup>th</sup> Floor

421 Montgomery Street

Syracuse, NY 13202

[www.ongov.net](http://www.ongov.net)

Phone (315) 435-3458

**J. RYAN MCMAHON, II**  
*County Executive*

**DANIEL HAMMER**  
*Director*

DATE: July 10, 2020

Subject: Request for Proposal RFP #20-3501-002  
Onondaga County Comprehensive Plan, Syracuse-Onondaga County Planning Agency

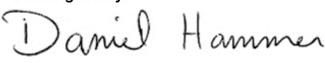
Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide consultant planning services for the Syracuse-Onondaga County Planning Agency. The County is seeking a quality firm to provide high quality services. The County is seeking a firm or team of firms to provide high quality services to prepare an update to the Onondaga County comprehensive plan.

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:  
  
57E9E966235047B...  
Daniel Hammer  
Purchasing Director

Attachments

# 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:	07/10/20	Proposal Submission Deadline:	08/04/20
Final Date for Submission of Questions:	07/23/20	Expected Award Date:	TBD
Addendum Answering all Questions Issued by County	07/27/20	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, 13<sup>th</sup> Floor, Syracuse, New York, no later than 4:00 p.m., August 4, 2020. 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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Phone (315) 435-3458

**J. RYAN MCMAHON, II**  
*County Executive*

**DANIEL HAMMER**  
*Director*

**REQUEST FOR PROPOSAL**

**TITLE: Onondaga County Comprehensive Plan  
NUMBER: #20-3501-002**

**CLOSING DATE AND TIME: August 4, 2020, 4:00 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 \_\_\_\_\_

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: Onondaga County Comprehensive Plan**

**NUMBER: #20-3501-002**

## 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 **Onondaga County Comprehensive Plan, #20-3501-002**. 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 in writing to:

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

4.3. Questions may also be directed by email to [rfp@ongov.net](mailto:rfp@ongov.net). All 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. DEFENSE, INDEMNIFICATION, 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, it’s 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, it’s 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.
- 6.2.3.5. 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.

#### 6.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.4.1. 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.

6.2.4.2. 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:

6.2.4.2.1. 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.

6.2.4.2.2. 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.

6.2.4.2.3. 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.

6.2.4.2.4. 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.

6.2.4.2.5. 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.

6.2.4.2.6. 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.

6.2.4.2.7. 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 is soliciting proposals from qualified urban planning consulting firms, either as a single entity or qualified multi-disciplinary consultant team, to undertake the preparation and update of the Onondaga County comprehensive plan (hereafter “the Plan”).

Onondaga County, in Central New York with a population just over 450,000 residents, has a diverse array of communities and development forms. These span very urban downtown Syracuse to traditional villages, suburban enclaves, and very rural communities. Initial scoping and outreach for the planning process has focused around an overall community objective to ***create an environment for economic growth and increased quality of life in Onondaga County***, through community investments in the form of placemaking, innovation, connectivity and inclusion. Development of the plan will rely on outreach and engagement, data and trends and to develop visual illustration of planning principles.

The last County Plan was adopted in 1998, and can be found on the county’s website at: <http://ongov.net/planning/plan.html>. Recent research, planning and policy analysis by the county and regional planning partners will aid in plan development. The County will also be executing development of a countywide Farmland Protection Plan update and Town Planning Grant projects concurrent to the County Plan. These concurrent planning activities will provide useful information, context and opportunity for synergies with regard to public engagement and plan synthesis.

The final updated plan must meet approval requirements of the Onondaga County Executive, Onondaga County Planning Board, and Onondaga County Legislature.

7.2 Project Management On behalf of the Onondaga County Planning Board, the Syracuse-Onondaga County Planning Agency (SOCPA), will manage the plan's development. While SOCPA will be committing a significant amount of staff planning and GIS resources toward development of the new county plan, additional professional services will help SOCPA meet the aggressive schedule while balancing the remainder of SOCPAs work program. Consultant resources will also go toward managing public engagement efforts among the County's 35 municipalities, which is critical to project success.

The Syracuse-Onondaga County Planning Agency has extensive GIS datasets that may be useful in the development of the plan. SOCPA will provide relevant datasets to the consultant for the purposes of this plan.

7.3 Project Scope The project team has identified the following planning principles to guide expectations for the planning process. Use of these principles is intended to create a positive, approachable and inclusive composition to the plan. The proposer is strongly encouraged to incorporate these principles into your proposed planning framework.

- Inclusive and Extensive Participation
- Community & Design Based Planning
- A Plan for the County with a strong connection to the Municipalities
- Resist Problem Solving – Focus on the Framework
- Utilize a Positive Outlook
- Avoid Trigger Language and Academic Terms

To provide structure to the proposed planning process, below are brief planning task descriptions developed in preliminary scoping for the plan. The consultant is advised to utilize this flexible guidance in developing a detailed proposal. The consultant is welcome to propose alternative approaches and project elements, so long as they meet the general project goals.

7.3.1 Countywide Profile The planning process will commence with a countywide profile and mapping of the varied regional characteristics, demographic and dynamics at plan as it relates to land use, infrastructure the economy and the environment. Review of previous and related plans. Identification of countywide trends, issues and focus areas. Potential development of a user-friendly online mapping application to present geo-referenced information and various data.

7.3.2 Municipal Profiles Municipal profiles of each of the County's 35 towns and villages, and the City of Syracuse are desired, to include a brief community planning snapshot of demographic, land use, environmental, infrastructure and other conditions. Profiles are to also identify unique and/or unifying visions, community goals, assets and challenges. cursory review of zoning and regulatory process related to urban form and development is also encouraged. Upon completion of the Countywide plan, next steps or implementation actions and resources should be added to each municipal profile to guide planning efforts. Profiles should be easy to understand, with interesting graphics and have utility to each municipality.

7.3.3 Engagement Broad participation and dialogue in the planning process will provide the planning team with critical community information and insight on community needs, struggles, interests and goals for land use and economic development. Strategies will likely unfold during further project scoping and team interaction, and a solid, extensive and inclusive engagement strategy will be core to the process and your firm's approach should be included in the project proposal.

While an engagement strategy will be developed during early scoping with the Steering Committee and consultant team, an initial engagement strategy with approaches to engage the following is encouraged:

- 7.3.3.1 Steering Committee & County Legislature: The Onondaga County Planning Board shall serve as the oversight committee for the plan. The Committee anticipates multiple meetings during plan development. The final draft plan will be presented to the County Legislature, with a public hearing, and periodic updates to the Legislature may also occur during plan development.
- 7.3.3.2 Municipalities: Interaction with Town and Village Boards and Planning Boards is critical to success of the plan, and engagement of these boards is essential. As there are numerous municipalities, boards and representatives, SOCPA is looking for innovative and efficient methods to engage municipalities in a meaningful way.
- 7.3.3.3 Community Partners and Interest Groups: Various governmental, non-governmental, and business sectors can provide much needed partnerships during the comprehensive planning process. Engagement of these groups should incorporate an eye toward soliciting important context and perspective, and opportunities to form alliances in planning.
- 7.3.3.4 Countywide Residents and Business: Meaningful engagement at the regional scale to increase residents understanding and buy-in for the planning principles is arguably the most important part of the comprehensive planning process. Proposers should include creative, simple and efficient methods for reaching countywide residents.
- 7.3.4 Theme Development SOCPA has undertaken initial project scoping and municipal outreach. A number of initial themes, or focus areas have emerged. Two central themes of *Economic Development* and *Quality of Life* are followed by more specific themes or focus areas, as primary planning-based means to achieve success in these areas. Focus areas have so far centered on the following, though they can and may change as a result of scoping and community input:

*Community Based Planning*: planning from the ground up rather than the top down.

*Community Centers*: strong downtowns, villages, hamlets, and town centers as the centers of economic and social activity

*Transportation Corridors*: modern, transformative planning of corridors for mobility and development

*Greenways and Greenbelts*: conserve, protect, connect, and restore targeted resources

*Agriculture*: protection and promotion

*Housing and Neighborhoods*: countywide housing strategy for new and existing housing, and modernization and promotion of new and existing complete neighborhoods.

Inherent to all of the above conceptual themes is an underlying understanding of infrastructure, transportation, land use, job creation/retention, resiliency, equity and livability. Theme development should also include a focus on community and design based planning, and use of visuals as a primary means of communicating planning concepts.

For each of the themes or focus areas, the team will prepare written and presentation materials that define and justify each theme and its relevance to community goals and overall themes, illustrate best practices, identify personal, community and countywide benefits, identify relevance to municipalities

by identifying relevant geographies and opportunity areas, and providing conceptual graphics utilizing specific locations in Onondaga County.

7.3.5 County Vision The plan, will culminate in articulation of a shared countywide vision. The vision document should be vetted with the community, and include municipal and county goals into a summary of common goals, issues and opportunities. This vision may include future character and action areas through the county or other visual means to communicate the overall vision.

7.3.6 Plan Development The elements are to come together into a concise, easily digested and visually strong planning and policy document suitable for approval by the County Executive and adoption by the Onondaga County Planning Board and Onondaga County Legislature as well as shared with the community at large.

The plan document should include an implementation plan, identifying project and policy recommendations for county government, municipalities and residents. While the plan is intended to guide actions at a high-level and is not intended or capable of problem-solving specific planning challenges, the implementation plan should include general resources, responsibilities and funding sources for proposed implementation actions and activities. The plan will provide clear guidance for local planning boards to assess compliance.

7.3.7 Environmental Impact Assessment Any State Environmental Quality Review Act (SEQRA) will be largely addressed with SOCPA staff.

7.3.8 Final Plan & Approval Process The project must culminate in a concise, interesting and user-friendly planning document. A standalone executive summary is also required for wider distribution. While engagement and outreach is anticipated at all phases of the planning process, a broader public engagement component is expected to occur as part of final plan development and adoption, to meet SEQRA and legislative hearing requirements, and to also engage the general population in endorsement of the planning project. The consultant team is expected to support SOCPA staff in presenting the final plan for approval, and supplying any revisions or supporting documentation to support adoption.

7.4 Proposal Requirements In addition to submission requirements as set forth in Section 3.2, the contractor's proposal must contain the following information:

7.4.1 Planning Approach: Describe the contractor's understanding and approach to the preliminary project scope as described above, including any proposed modifications, additions or deletion of services. A specific work program should be included in this section. The Proposer may include items not specifically outlined in this RFP in their proposal, for which the vendor feels can be pertinent to or an added benefit to the services requested. Alternatives in excess of the project budget must be listed separately from the proposal and the cost thereof must be separated and itemized in the cost proposal.

7.4.2 Stakeholder and Public Involvement: Clearly outline your plan for active and meaningful participation and input from the Steering Committee, municipalities, residents, agency stakeholders, and the general public, and how maximum participation and engagement shall be achieved by the consultant team. Provide detail in the following areas:

- A schedule of anticipated meetings, workshops, hearings or other means by which public and stakeholder input shall be solicited. Efficient, creative facilitation and outreach are encouraged.
- Active and direct engagement with municipal partners throughout the planning process.
- A description of both printed materials as well as website, social media or other digital communication to be used during the planning process (use of existing county website and social media accounts is anticipated, to be facilitated by SOCPA staff.) Include web content for county website and sample content for jurisdictional postings.
- Engagement strategies will take into account any required social distancing.

7.4.3 Deliverables: The consultant shall provide copies of first drafts, final drafts and the final approved plan in sufficient numbers to distribute to reviewing entities as necessary. Specific anticipated deliverables and packaging of the final plan must include:

- Thirty (30) copies of the final draft for County Planning Board and County Legislative approval.
- A digital version for printing that is able to be printed by the county print shop.
- A color digital version in an approved format of all plan documents and appendices (editable Microsoft Word document or other approved format).
- Digital transmission of any GIS files created during the course of the project. Any new datasets created by the consultant shall be provided to SOCPA in an ESRI Geodatabase or Shapefile format that seamlessly integrates into the Planning Agency’s system. GIS data will only be made available upon execution of consultant contracts. Any proprietary data provided to the consultant 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 SOCPA at the end of the contract term.
- Executive summary and/or brochure for wider distribution (print ready digital files), to be distributed to participants during initial phases of engaging jurisdictions, plan development, adoption, and for continued use beyond the planning process.
- Meeting minutes for all Steering Committee, stakeholder, and public meetings, or any others which merit documentation of tasks, decisions, and/or responsibilities during plan development.
- Web, social media and press content to be posted and distributed by SOCPA.
- Preparation of timely progress reports as needed for submission to grantors, for the duration of the contract period.

7.4.4 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:	September 1, 2020
Kickoff Meeting	September 15, 2020
Completion of Draft Plan for Oversight Committee Review:	August 1, 2021
Presentation of Final Plan for County Legislative Approval:	October 1, 2021
End of Consultant Contract:	Upon County Plan Approval

The contractor 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 contractor will be able to begin to provide these services. Any proposed modifications which culminate in an approved plan prior to December 31, 2021 shall be outlined in your response.

7.4.5 Staffing Plan: Provide a list of all person(s) 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.

7.4.6 Cost Proposal/Budget: Provide a detailed budget accounting for all project costs, including:

- Estimates of expenses for each of the tasks within the required timeline.
- 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.

The project budget is \$110,000 in cash available from Empire State Development and Onondaga County for contractual services and other expenses. An additional \$90,000 in-kind staff time is to be provided by the Syracuse-Onondaga County Planning Agency and other relevant county staff.

The Proposer is encouraged to include items not specified in this RFP in their proposal pertinent to or an added benefit to the services requested. All such alternatives in excess of the project funding must be listed separately from the proposal and the cost thereof must be separate.

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

Upon submittal of the plan to SOCPA, the vendor may submit invoices up to 90% of the contract cost. The Vendor may submit invoices for the remaining funds upon final approval of the plan by the County Executive. The contractor must agree to participate in revision and modification of the plan and provide responses back to the County Legislature throughout the approval process.

7.4.7 Qualifications & References: 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 proposals. The preferred consultant will possess demonstrated experience with comprehensive planning, land use, 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, and not solely on the basis of prices.

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**

**Credibility of Vendor**

**Minority and Women's Business Enterprises Compliance**

**Sustainability Solutions and Practices**