

ONONDAGA COUNTY

DEPARTMENT OF WATER ENVIRONMENT PROTECTION

<http://www.ongov.net>

<http://savetherain.us>

REQUEST FOR PROPOSAL

Green Infrastructure Maintenance

PROPOSAL DUE DATE: March 7, 2019, 3:00 P.M.

January 29, 2019

RFP NUMBER 19-3330-001



**ONONDAGA COUNTY REQUEST FOR PROPOSAL
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VISION

To be a respected leader in wastewater treatment, storm water management, and the protection of our environment using state-of-the-art, innovative technologies and sound scientific principles as our guide.

MISSION

To protect and improve the water environment of Onondaga County in a cost-effective manner ensuring the health and sustainability of our community and economy.

CORE VALUES

*Excellence
Teamwork
Honesty
Innovation
Cost-Effectiveness
Safety*

1. INTRODUCTION AND INSTRUCTIONS

1.1. Introduction

Onondaga County Department of Water Environment Protection (County) is soliciting proposals for professional services for maintenance of selected green infrastructure installed under the Save the Rain program. A portion of this workload shall be contracted with a Community Based Organization(s) (CBO) that will be responsible for hiring, training, and directing individuals to provide green infrastructure maintenance. The vendor must have the ability to work with community groups that hire and train local individuals from the community in which these green infrastructure assets are located.

1.2. RFP Certification

Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase has determined that the services required are not subject to competitive bidding under the professional service exemption. Onondaga County purchasing rules require selection of services through a Request for Proposal process.

1.3. 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:	1/29/19	Proposal Submission	3/07/19
		Deadline:	
Pre-Proposal Meeting:	2/05/19	Expected Award Date:	04/30/19
Final Date for Submission of Questions:	2/14/19	Expected Contract Start	04/30/19
		Date:	
Addendum Answering all Questions Issued by	2/21/19		
County:			
(Posted on our website at			
www.ongov.net/wep/rfp.html)			

1.4. Submission of Proposals

1.4.1. Sealed proposals, (one [1] original, one [1] copy and one [1] electronic copy), shall be submitted to the Department of Water Environment Protection (WEP), 650 Hiawatha Boulevard West, Syracuse, New York 13204-1194 not later than March 7, 2019, 3:00 p.m. EST. Note: Packages not containing the required number of copies will be rejected.

1.4.2. Adobe PDF is the preferred format for electronic submissions. Disable all security features in the PDF document. For instance, do not password protect the document, and do not mark Content Extraction or Copying as “not allowed.”

1.4.2.1. Try to keep the number of files submitted to one or two files.

1.4.2.2. Do not use these characters in a file name: \ / : * ? < > [] & \$, | () @.

1.4.2.3. Do not submit files in .zip or compressed format.

1.4.3. All submissions are to be marked "Green Infrastructure Maintenance, RFP No. 19-3330-001." A separate transmittal letter shall accompany the submissions which will, upon receipt, be date and time stamped by WEP. Proposals will remain sealed until the submission deadline date has expired, after which the "opening committee" will verify the proposals were properly receive and opened.

1.4.4. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm. Note: Packages not containing the required number of copies will be rejected.

1.4.5. 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.

1.4.6. Proposal information is restricted and not publicly available until after the award of the contract by Onondaga County.

1.4.7. Responses to this RFP may require that potential vendors include corporate information that is proprietary. This may include patent pending materials, internal operational material, or other materials, that, if released to the public would damage the firm. 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 Onondaga County Law Department 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.

1.5. Modifications or Withdrawal of Proposal

A proposal that is in the possession of the Department of Water Environment Protection 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. Facsimile, telephone, or verbal alterations will not be accepted. A proposal that is in the possession of the Department of Water Environment Protection 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.

1.6. Proposal Requirements

1.6.1. Technical Proposal

The technical portion of the proposal shall, as a minimum, include the following:

1.6.1.1. Your understanding of the project scope and specific issues. This should correspond to the tasks outlined in the Scope of Services.

1.6.1.2. Your approach to the project and any recommended variations from the scope of

the project and professional services as presented therein.

- 1.6.1.3. A project schedule showing as a minimum, completion of final design and completion of construction. Where applicable, a sequence of construction schedule is to be provided.
- 1.6.1.4. A project organization chart identifying the make-up of your team and identifying the officer responsible for the project, project manager, other key staff, and their involvement on the project.
- 1.6.1.5. Resumes for the individuals identified on the organization chart indicating their name, title, reporting office location, project assignment, and relevant experience.
- 1.6.1.6. A listing of similar projects of this type and scope which your responsible officer has successfully completed as prime Consultant within the past five (5) years, briefly describing the project scope, owner, and total cost. Inclusion of project references is encouraged. Similarly, list projects of this type and scope which the project manager has completed in the past three (3) years.
- 1.6.1.7. The name and involvement of any subcontractor or subcontractors to be utilized on the project.
- 1.6.1.8. Where applicable, a list of anticipated contractor drawings for this project.
- 1.6.1.9. Completed and signed compliance page.

1.6.2 Fee Proposal

The fee portion of your proposal shall include the following:

- 1.6.2.1. The total cost to the County for completing all the services identified in this RFP, including all services performed by others and reimbursable direct expenses. The method of payment to be utilized will be actual wage rates times a multiplier, plus the cost of direct expenses and services by others, if any. The multiplier for actual wages is not to exceed 3.10. Lesser fee multipliers for construction related services are encouraged.
- 1.6.2.2. A total fee for each of the project tasks identified in the Scope of Work of the RFP shall be clearly labeled, including all services by others and reimbursable expenses.
- 1.6.2.3. A detailed cost breakdown for each of the project tasks defined in this RFP, resource assignments/titles, estimated hours for each title for completion of each task, total man hours per task, average wage rates for each title, total task completion cost, services by others, and reimbursable direct expenses.
- 1.6.2.4. A description and cost of all reimbursable direct expenses and the amount of

markup, if any. Be advised that meals are not reimbursable expenses under this project.

1.6.2.5. A detailed description and cost breakdown of services by others and the markup to be applied, if any. The breakdown shall be as indicated above. The mark-up for services provided by others is not to exceed 1.05, with a not-to-exceed mark up for services in excess of \$100,000 of 1.03.

1.6.2.6. Fee multipliers for wages are to be clearly and separately shown. The fee multiplier for services is at the proposer's discretion; however, it shall not exceed 3.10.

1.6.2.7. Completed Fee Proposal Summary Sheet (Attachment).

1.7 Award and Contract Information

1.7.1 Onondaga County encourages its contractors to make every good faith effort to promote and assist in 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 an 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.

1.7.2 The Vendor also agrees that should this firm be awarded a contract, Vendor shall not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

1.7.3 The vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder, and in so doing shall use the highest standards of professional workmanship.

1.7.4 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.

1.7.5 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.

- 1.7.6 The successful vendor shall comply with the Americans with Disabilities Act.
- 1.7.7 Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contracted 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 its 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.
- 1.7.8 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 each proposer is not on the list created as a person engaging in investment activities in Iran in accordance with section 165-a of the state finance law.

1.8 Preparation of Proposal

- 1.8.1 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.
- 1.8.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 1.8.3 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.
- 1.8.4 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 Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

2. **ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES**

Sustainable Practices

It is the goal of Onondaga County to limit its carbon footprint, reduce its use of scarce resources and energy, and the environmental impact of its activities through its carbon calculator by achieving one percent 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 facility, please include them here for consideration. County may consider high priority sustainability solutions through products or services 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, one (1) copy and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked "Green Infrastructure Maintenance, RFP# 19-3330-001." Vendors shall include all documents

necessary to support their proposal in the sealed package. Vendors shall submit an accompanying, separate cover letter referencing the attachment(s). 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 (vendor who is responsible), address, telephone, fax, and email)

3.2.2. Table of Contents:

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.

3.2.3.7 Summarize any value-added concepts to benefit the County, suggested by the proposer which may not have been specified in the RFP.

3.2.4. Compliance Statement:

State agreement with all general provisions, special provisions, equipment, standard of performance, and reliability.

3.2.5 Project Coordination and Scheduling:

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

3.2.6. Price Proposal Sheets:

Proposal must contain all applicable price sheets in a clear format and in detail as prepared by the proposer as well as the fee proposal summary sheets as provided herein.

3.2.7. Vendor Responsibilities:

3.2.7.1. Proposal certification, verification, and signature. Proposals not signed by an authorized officer of the vendor's organization will be eliminated; refer to signature page herein.

3.2.7.2. It is the sole responsibility of the PROPOSER to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Department of Water Environment Protection's designated contact person (Section 4.2).

3.3 Sealing and Receipt

All submissions are to be sealed and marked "Green Infrastructure Maintenance, RFP No. 19-3330-001. A separate transmittal letter shall accompany the submissions, which will be date and time stamped by WEP upon receipt. Proposals will remain sealed until after the submission deadline has expired, after which the "opening committee" will verify that the proposals were properly received and opened.

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:

Mary Gates Administrative Assistant
Onondaga County Department of Water Environment Protection
650 Hiawatha Boulevard West
Syracuse, New York 13204-1194

4.3. Questions may also be directed to Mary Gates by email at MaryGates@ongov.net. All questions must be received by the date listed in Section 1.3 (Schedule of Events) of this RFP. Proposers are advised not to contact or lobby any other persons other than the contact person listed during the procurement period. Inappropriate contact may result in removal of the proposer from this and future procurements.

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 Hold Harmless, Defense, and Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County of Onondaga, and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County of County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or any person for whose acts or omissions Contractor is legally responsible (Contractor's Person) or any subcontractor of Contractor (Contractor's Subcontractor) or any person for whose acts or omissions Contractor's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County of County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person.

6.2 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 9a) (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.

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 the 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.

Contractor shall obtain these insurance contracts:

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 of <\$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 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, 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 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 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 \$5 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.

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.

6.3 Workers' Compensation and Disability Benefits

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.

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:

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.
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.

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.

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.

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. 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.

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.

6.4 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 the County.

6.5 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 the County.

6.6 Conflict of Interest

At the time Contractor submits a proposal, bid or if no bid 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 the 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 the County.

During the course of performing services for the County, Contractor shall disclose immediately to the 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 the 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 the 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.

6.7 Account Representative

The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 Contract

The contract between the County and the Vendor shall include:

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.

6.14 Extensions and Amendment

Contract will be for one (1) year with four (4) 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.

6.15 Replacement Contract

In the event a replacement contract is required but 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.

6.16 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.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

7. SCOPE OF SERVICES

In November 2009, Onondaga County submitted a proposal to amend the Amended Consent Judgment (ACJ) to include provisions for the addition of green infrastructure projects that will reduce the frequency and volume of combined sewer overflows (CSOs). The new consent order allows for the use of a combination of traditional "gray" solutions which include storage facilities and pipes and "green" solutions that include natural systems to capture stormwater and prevent stormwater run-off.

Many of the green infrastructure facilities will require maintenance to keep them in proper working order. The execution of this scope of services will assist the County in the fulfillment of maintaining the many installed green solutions as described.

There are several distinct types of green solutions employed by the County that require general maintenance. Specifically this proposal seeks to achieve care for green landscaped features which include rain gardens, treatment wetlands, bioretention areas, and trees plantings. The County has deployed several of these new facilities across the CSO service area.

Strategic Vision and Goals

The proposal must offer an overall review of how the organization will achieve the stated goals and objectives of the Save the Rain Green Infrastructure Maintenance Program. The organization will outline how their program will become leaders in Green Infrastructure Maintenance and trusted ambassadors for the Save the Rain Program.

Eligibility Requirements

Applicant teams (vendor) shall utilize a minimum of fifty percent (50%) of the proposed maintenance work and budget with a Community Based Organization(s) (CBO) that meet the criteria below:

1. Located in Onondaga County and serving residents in the City of Syracuse
2. Nonprofit agencies, authorities, charitable organizations, or educational institutions with appropriate IRS classification code or for-profit agency
3. Community organizations operating through a fiscal sponsor with fiscal agreements in place
4. Combination of the above entities working in partnership.

The CBO shall possess the following:

1. Experience employing youth and young adults (ages 14-25) to conduct community-based outreach on environmental issues.
2. Experience training youth and young adults to work in groups to successfully completing landscaping or maintenance projects.

Landscape Maintenance Experience:

Inspections and maintenance work shall be performed by a local certified landscape contractor with a minimum of 5 years' experience with landscape maintenance. The certification shall be a Certified Nursery & Landscape Professional (CNLP) in New York State or approved equal, it is the proposers' responsibility to demonstrate how any other certification, qualification, or experience is equal to the CNLP.

7.1 Program Management & Coordination

7.1.1. Monthly Program Management

Monthly Project Management and Coordination efforts shall include but are not limited to the following:

- Prepared monthly progress reports and invoicing
- Subcontract management
- Data/File Management

Allowable expenses for program management include, but are not limited to, the following, only if identified and included as part of the proposal for services:

- Postage for mailing documents and reports

7.1.2. Kickoff, Review of Background information

Following the Notice-to-Proceed, the Applicant Team (vendor) shall conduct a project kick-off meeting with County personnel, other affected consulting contractors, and/or interested government agencies. At this meeting, project contacts, responsibilities, scope of work, document distribution, project schedule, and requirements shall be discussed and agreed upon. The meeting shall be attended by at least three (3) of the Vendor's personnel who will be directly involved in the project. Assume meeting will last three (3) hours. The Vendor shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

The Vendor shall review background information, including, but not limited to, the following:

- Appendix A: Save the Rain GI Maintenance Zip Folder which contains Standard Maintenance Procedures (SMP)
- Appendix B: Maintenance Location List
- Appendix C: Prevailing Wage Schedule

7.1.3. Deliverables & Communication

The vendor shall perform the following services, either directly or through subconsultants:

- 7.1.3.1. Hiring, training and development of local individuals in green infrastructure maintenance. It is proposed that hiring training and development of local individuals are directed to public housing residents and other low-income persons, particularly recipients of government assistance.
- 7.1.3.2. The vendor will oversee its green infrastructure maintenance and coordinate recording of maintenance activities on County provided forms.
- 7.1.3.3. The Vendor will be responsible for keeping track of the maintenance budget by location, reporting back to the County coordinator all expenditures for the maintenance work completed, which are to be included with invoices
- 7.1.3.4. The Vendor will provide a certified payroll to the County for all workers.
- 7.1.3.5. The Vendor will receive invoicing from the sub-consultants and material providers and provide the County on monthly basis copies of expenditures for payment of task force work and management over sight.
- 7.1.3.6. The vendor shall provide green infrastructure maintenance to the list of project locations as listed in Appendix B. The work shall be completed in accordance with the Onondaga County maintenance manual, pertinent Standard Maintenance Procedures (SMP) and frequency of the tasks are included in Appendix A & B.
- 7.1.3.7. Monthly record keeping requirements for maintenance activities shall include:
 - a) Location and Facility Type (e.g. Rain garden, Bioretention, Tree Pit, etc.)
 - b) The work category(s) standard maintenance procedure (SMPs) that were done at each GI location.
 - c) Date and time of maintenance.
 - d) Who performed the work: makeup of the work force: contractors and trainees.
 - e) Recording of amount of time it took to perform the tasks for each GI site.
 - f) Recording of materials used to perform the tasks for each GI site.
 - g) Initial inspection of the maintenance site; identifying the scope of maintenance needs: when, where and how much maintenance time is planned for the location.
 - h) Indicate schedule of preventative maintenance (PM) or requested corrective maintenance (CM) to be performed.
 - i) Pictures of pre and post maintenance.
- 7.1.3.8. The Vendor will coordinate monthly inspections/reporting of work with the County.
 - a) The Vendor shall make a monthly written report of the training activities:

1. Date and time of training
2. Location of training
3. Training activity with subject of training
4. Attendees of training
5. Provide digital and hard copy of training document(s)

b) The Vendor shall make a monthly written report of site inspections including:

1. Location of inspection
2. Date and time of the inspection
3. Type of facility inspected
4. Inspection attendee list
5. Photographs of the facility at the time of the inspection
6. Outcome of the inspection (CM's)

c) Monthly the Vendor shall provide a list of work performed in the previous month, and the schedule for work to be performed in the coming month(s).

7.1.3.9. Inspection of work performed and Punch List items needed for follow-up will be performed with Program Assistant and/or the Stormwater Management Program Coordinator at the County or authorized representative who will inspect maintenance reports and provide final punch list items to complete to ensure proper maintenance.

7.2 Youth Employment and Education Strategies and Objectives

This portion of the proposal will provide a clear picture of the plans for recruiting, selecting, training and retaining youth to implement a large-scale maintenance program. It is not expected that all of the training be paid time, the minimum number of hours spent in a training program is expected to be no less than one hundred (100) hours. The training shall cover at a minimum the following areas:

- 7.2.1 Life Skills: team building, workplace orientation, attendance and work ethics, arriving ready to work, communication skills written and verbal, how to fill out an application / put together a resume, drug abuse and prevention, identification of job opportunities skills, leadership skills.
- 7.2.2 Work Place Skills: Communication, safety, Workplace sensitivity training, professionalism, interviewing skills, work zone and traffic control,
- 7.2.3 Natural Environment / Green Infrastructure: training in green infrastructure practices that improve water quality by using the natural environment, soil and vegetation to reduce pollution caused by untreated stormwater entering our waterways.
- 7.2.4 Site, Landscape, and general Plan reading: Review how to read a site plan in order to determine the location of the site, landscape, Gray and Green Infrastructure features for both maintenance and installation practices.
- 7.2.5 Green Infrastructure / Landscape Maintenance including the following types of GI:

SMP-09a Tree General Maintenance/Weeding/Mulching/Soil Amendment,
SMP-09b Landscape/Meadow General, Maintenance/ Weeding/ Mulching,
SMP-10a Tree Watering, SMP-11a Tree Pruning
SMP-10b Landscape Watering,
SMP-11b Landscape Pruning,
SMP-13 Landscape Replacement
SMP-15 Lawn Mowing Weed Eating

7.3 Green Infrastructure Maintenance

An annual work schedule should be provided outlining:

- a) Objectives and purpose of this program as a tool for youth and community development.
- b) Overall principles for successfully engaging at-risk youth to successfully complete program.
- c) Recruitment and selection process.
- d) Training.
- e) Maintenance SMP time frames.
- f) Equipment that will be used to complete tasks

Maintenance Frequency as Follows:

SMP-09a&b Landscape/Meadow/Tree General Maintenance; Weeding/Mulching/Soil Amendment,

Inspection, Trash pickup, & Weeding: 1x/month March to November

Mulching: 1x/year (spring or fall)

SMP-10b Landscape Watering,

As needed to support Landscape Replacements & Transplanting

SMP-11a&b Landscape/Tree Pruning

1 time per year in fall as needed

SMP-13 Landscape Replacement & Transplanting

1 time per year in fall as needed

The Contractor shall provide maintenance and protection of traffic as required by the City of Syracuse Department of Public Works as needed to provide a safe work space, and protect and maintain traffic both vehicular and pedestrian.

The Contractor shall be responsible for providing all necessary means and methods to maintain safe and orderly vehicular and pedestrian travel through and around the work area. The Contractor shall provide flagmen, lights, signs, barricades, detours, temporary roadways or walkways or other devices or facilities as required by the owner of the roadway on which travel may be obstructed as the result of the Contractor's operations. As a minimum, all traffic warning and control methods and devices shall be designed, constructed, placed and installed in accordance with the *Manual of Uniform Traffic Control Devices*, current edition.

Any interruptions of access to public or private property shall be coordinated with the property owner and shall be of absolute minimum essential duration. If required by the

property owner, the Contractor shall provide alternate means of access and shall be included in the cost for maintenance and protection of traffic.

7.4. Allowance

An Allowance is included in the pricing sheet to be used in the event that additional items that need to be addressed are progressed. If these items are utilized they will be billed against using hourly rates for personal and subconsultants which need to be included in the proposal. If the County proceeds with any additional work under this heading the vendor will be provided with a scope of work and the two parties will agree upon a maximum dollar amount approved prior to beginning work.

7.5. References

Please provide the names of three (3) current and past accounts of similar size and configuration, not including Onondaga County. Include (a) a current, long-term customer, and (b) a current customer implemented in the past 18 months.

7.6. Budget Adherence

The Vendor is advised of the following:

- No out of scope work shall be performed/completed without a written amendment.
- It is the responsibility of the Vendor to stay within the total project budget and individual work task item budgets. This includes the Vendor's applicable subcontractors and direct expenses.
- There shall be no re-allocations of hours and/or monies for individual work task items within the total project budget without a contract amendment.
- No adjustments in selected MBE/WBE percentages shall be made, relative to signed contract between WEP and the Vendor, without prior written authorization from WEP and the County Purchasing Department.
- It is the responsibility of the Vendor to fulfill their contracted MBE/WBE and EEO requirements.

7.7. Proposal Fee Development Basis

7.7.1. Include your pricing proposals for Green Infrastructure Maintenance, RFP No. 19-3330-001 – Attachment B (Cost Proposal Summary Form). Failure to fill out forms as provided will result in disqualification of proposal.

7.7.2. Please include costs associated with any additional services you will provide to Onondaga County.

7.7.3. Provide details of price components, including hours and allocation of skilled staff and sub-Vendors.

7.7.4. Include details on any increases (actual dollar amount, not percentage) in wage rates on an annual basis for the term of the contract.

7.7.5. Details for sub-contractor hours must be provided.

7.7.6. Current billing rates and bill rate ranges by title for all team members and subconsultants needs to be included with the proposal.

7.7.7. Include a breakdown of hourly wages, benefits and additional reimbursements if any to be paid to local trainees. The NYSDOL has provided a prevailing wage of \$14.14/hour (including wages and supplemental benefits) under Article 9 ; 230.6 for employees contracted to perform landscape maintenance of green infrastructure as part of the Onondaga County Save the Rain program.

7.7.8. The period for which the lump sum costs for each category shall be an annual cost to provide management of the GI Maintenance, pricing shall include all products and materials needed to perform work as described in attached SMPs.

7.7.9. Actual effort hours with associated costs for the management of the GI Maintenance may vary from the proposal.

7.7.10. Application for payment shall be made on a monthly basis.

7.8. Technical Proposal

The technical portion of the proposal shall include the following:

Your understanding of the project scope and specific issues. The proposal should correspond to the tasks outlined in the Scope of Services. Your approach to the project and any recommended variations from the scope of the project and professional services as presented therein. A discussion on the availability of the team. A project organizational chart identifying the make-up of your team and identifying the officer responsible for the project, project manager, subcontractors, and other key staff and their involvement on the project. Resumes for the individuals (including subcontractors) identified on the project organizational chart indicating their name, title, reporting office location, project assignment, and relevant experience. A listing of similar projects of this type and scope which your responsible officer has successfully completed as prime Vendor within the past five (5) years, briefly describing the project scope, owner, and total cost. Inclusion of project references is encouraged.

8. EVALUATION METHODOLOGY

8.1. Contract will be awarded to the vendor who is most responsive and responsible and not solely on the basis of price.

8.2. Criteria to be evaluated by the Department of Water Environment Protection and will include the following:

- Compliance with the RFP format requirements.
- Experience.
- Future Contract Costs and Risks.
- Company Statistics.
- Responsiveness to 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

9. ENGINEERING AGREEMENT

An agreement, substantially in the form of a standard Onondaga County engineering agreement, will be prepared for personnel and non-personnel services related to completing all engineering work for the identified project with the terms, conditions, and costs to be determined based on negotiations between the selected engineer and the County. Time is of the essence as part of this contract and the agreement shall incorporate a provision for damages, if the engineer under contract defaults or fails to provide timely provision of services such that the County is subjected to court-ordered monetary penalties and/or any other damages that may occur as a result of said failure. The County requires various forms of insurance and indemnification by the Consultant, including naming of the County and others as additional insured on all liability forms.

The following is a link to the Standard Onondaga County engineering agreement

http://static.ongov.net/WEP/ReferenceDocuments/StandardEngineering_6_2_17.pdf



J. Ryan McMahon, II, County Executive
Tom Rhoads, P.E., Commissioner
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194
(315) 435-2260 or (315) 435-6820
FAX (315) 435-5023
<http://www.ongov.net/wep/>

ATTACHMENT A
REQUEST FOR PROPOSAL COMPLIANCE STATEMENT
TITLE: Green Infrastructure Maintenance
RFP NUMBER: 19-3330-001

CLOSING DATE AND TIME: March 7, 2019, 3:00 p.m. EST
DELIVER TO: 650 Hiawatha Boulevard, Syracuse, NY 13204-1194

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 _____ Fax Number _____

Mailing Address _____

Federal ID Number _____

Authorized Signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of addenda numbers _____ is hereby acknowledged. (Where none received, place the figure zero (0) in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED.