



OSWEGO COUNTY PURCHASING DEPARTMENT

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January 6, 2016
LEGAL NOTICE

Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Friday, February 5, 2016** for:

BOA STEP III CONSULTING SERVICES

Specifications are available in the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. or online at www.oswegocounty.com/purchasing.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Daniel Stevens
Purchasing Director

County of Oswego RFP #15-15

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PART 1 INFORMATION FOR PROPOSERS

The County of Oswego Department of Community Development, Tourism and Planning is soliciting proposals from qualified agencies to provide **BOA Step III Consulting Services**. Additional details are provided within the SPECIFICATIONS section herein.

DEADLINE AND RECEIPT OF PROPOSALS

Each Proposer shall submit a signed original proposal and two (2) copies in a sealed opaque envelope indicating the company’s name and proposal title:

RFP #15-15 - BOA Step III Consulting Services

Proposals are due on or before 2:00 p.m., Friday, February 5, 2016. Either mail or deliver proposals in person to:

Daniel Stevens, Director
Oswego County Purchasing Department
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within ninety (90) days after the receipt deadline. Facsimile or e-mail transmitted proposals are not acceptable and will be rejected.

Proposals delivered prior to the scheduled receipt deadline will be deemed received upon the day of the actual deadline, and will be retained in the interim only as a courtesy to the Proposer.

PROPOSER’S RESPONSIBILITIES

It is the Proposer’s responsibility to meet the entire intent of these specifications. Proposers shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFP.

It is the responsibility of each Proposer to:

- Examine the RFP documents thoroughly;
- Consider federal, state and local laws and regulations that may affect your proposal.
- Study and carefully correlate Proposer’s observations with the RFP document;
- Visit the site and examine existing records to become familiar with local conditions that may affect your proposal.

COMMUNICATIONS

Communications with the County shall be solely through the officials indicated below. Proposers are specifically directed not to contact any other County officials or employees in any fashion regarding this RFP, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

<p>General questions regarding RFP process or Specifications/Technical Questions:</p>
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<p>Daniel Stevens, Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307</p>
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RFP QUESTIONS

You may submit written questions to Daniel Stevens, Purchasing Director via electronic mail at dstevens@oswegocounty.com. Addendums arising from such questions will be posted to the Purchasing page of the Oswego County website. (Click on the 2015 Bids and RFPs link.) **Deadline for submitting questions is -- Friday, January 29, 2016.**

SPECIFICATIONS DISCREPANCY

Should a Proposer find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the Proposer shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all Proposers. All such addenda shall become a part of the contract and all Proposers shall be bound by such addenda, whether or not received by the Proposers. The County will not be responsible for any oral representations or instructions.

SCOPE PARAMETERS

If a Proposer identify additional elements not included in this RFP, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, the Proposer should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Proposer identifies elements within the RFP that it believes could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

BOND

Upon delivery of the expected contract, the Proposer shall furnish a surety bond in the amount of at least equal to one hundred percent (100%) of the accepted proposal as security for faithful performance of this contract, for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety on each bond shall be a duly authorized surety company satisfactory to the County, and shall remain in force for a period of one year following final acceptance of the work by the county. The cost of the bonds is to be paid by the Contractor. An Attorney-In-Fact that signs performance or labor and materials payment bonds shall file a certified copy of his power of attorney to sign such bonds with each bond.

AWARD

The awarding of a contract for the work outlined in this RFP is subject to the approval of the NYS Dept of State, Oswego County Economic Development and Planning Legislative Committee, and the Oswego County Legislature. Contract award decisions will be made public as soon as possible.

The contract, if awarded, will be awarded to the proposer or proposers who, in part or in total, meet all of the terms and conditions of the specifications, and provide the County with the highest value service. The County reserves the right to reject any and all proposals. Oswego County reserves the right to permit political subdivisions and eligible fire companies/districts under County Law §408-a and General Municipal Law §103(3), as amended, to participate in the County's proposal award. Unless otherwise stated the RFP specifications, the participation of third-party political subdivisions and/or fire companies/districts shall also be upon the consent of the proposer.

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, proposer's ability to sustain capability while addressing specifications in PART 2 SPECIFICATIONS, proposer's facilities to provide as their submission calls for, evaluation of the proposer's proper understanding of the County's needs, and price. The contract shall be awarded to the responsible firm who best meets the RFP's criteria in the opinion of the County.

Additional selection factors may be included under PART 2 SPECIFICATIONS section of this RFP.

The proposer must provide unquestionable evidence of sustained capability such as can be demonstrated in existing or previous operations.

The County may award a contract based upon the proposals received, without discussion of such proposals with proposers. **Each proposal should, therefore, be submitted in the most favorable terms the proposer can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written RFP. Submission of a RFP does not automatically qualify a proposer for a presentation. The County reserves the right to negotiate with all qualified proposers.

The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, marital status, age, sexual orientation or natural origin.

All proposals shall be firm for a period of forty-five (45) days after the opening date in order for the County to determine which RFP best meets the public interest. The County reserves the right to extend said period.

TERM

The contract resulting from this RFP shall be for a term of three (3) years beginning April 1, 2016.

COMMENCEMENT OF WORK

Upon execution and delivery of the contract and delivery of performance bonds (if required), including the required Certificates of Insurance and the approval thereof by the County Attorney, the successful Proposer will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Department of Community Development, Tourism, and Planning.

CANCELLATION

The County reserves the right to cancel the contract at will. If the Proposer fails to: perform under the contract, meet specifications, make satisfactory progress, or endangers the overall contract performance, the County may determine that the Proposer is in breach of the contract and may be terminated. Termination would be effected by giving written notice to the Proposer specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, GIS files, and reports prepared by the Proposer under this contract shall, at the option of the County, become County property

and the Proposer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Proposer shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Proposer, and the County may withhold any payments to the Proposer for the purpose of determining the exact amount of damages due the County.

The Proposer understands that the contract may be terminated due to non-appropriation of funds.

PRICING

All prices are to be listed on the attached Proposer Reply Cover Sheet with an attached itemized budget for all expenses, and quoted firm against increase for one the period of the contract. Proposers should consider all potential costs when developing their itemized cost proposal. The County shall not be responsible for any additional costs.

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Department of Community Development, Tourism and Planning. Itemized invoices shall be sent to the Director of Community Development, Tourism and Planning, 46 E. Bridge Street, Oswego, NY 13126.

PROPOSER’S QUALIFICATIONS & ELIGIBILITY

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Proposer, and the Proposer shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that the Proposer is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

PROFESSIONAL SERVICES AGREEMENT

Successful proposing entity will be required to execute a professional services agreement with Oswego County, to formalize contract for this activity. Final contract for this project will involve, at a minimum, terms and conditions set forth in this RFP (including Information for Respondents, Specification and General Provisions) and may include those reflected in the specific proposal submitted. Contract documents shall be the exclusive source of proposing entity’s rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

DISCLOSURE

The County, or its duly authorized agent, shall have access to and copies of the Contractor’s records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice, at all reasonable times during the contract period and for three (3) years thereafter. All County billings must be kept for a seven (7) year period.

EXECUTORY CLAUSE

It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County for said purpose, and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

UNCONTEMPLATED PURCHASES

Oswego County reserves the right to request separate bids should quantities or conditions change such that contractual services may be best procured via separate public bid offering, and to otherwise act in furthering its own interests.

LAWS, CODES & REGULATIONS

The Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the proposal.

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

STAFFING

Staff described in ensuing proposals should be the actual personnel that will be working on the project.

TIMELINE:

Release of RFP #15-15	January 8, 2016
Deadline for Questions	January 29, 2016
Deadline for Submissions	February 5, 2016
Interviews with Selected Respondents	w/o February 15, 2016
Award	March 10, 2016
Service start date	April 1, 2016

- END OF PART 1 -

PART 2 SPECIFICATIONS

Brownfield Opportunity Areas (BOA) Program Step III **Oswego Canal Corridor Implementation**

County: Oswego County, NY
 Contract Number: C1000147
 Start Date: April 1, 2016

Oswego County is seeking proposals from a multi-disciplinary team with experience in the redevelopment of brownfield sites in New York. The team selected is expected to coordinate and cooperate as needed with the City of Oswego and Oswego County and firms/organizations that are working in the BOA.

1. Project Description

The NYS BOA Program helps participants establish revitalization strategies focused on returning dormant and blighted areas into productive communities of economic growth and development. Through the NYS BOA Program, the Oswego community prepared an in-depth nomination study with a thorough description and analysis, including an economic and market trends analysis, existing conditions, assets, opportunities and reuse potential of strategic brownfield sites that are catalysts for revitalization. The Nomination (Step 2) consists of Sections 1-3; and the Implementation Strategy (Step 3) includes Sections 4 -5 and in total comprise the BOA plan. A copy of the locally adopted, *Oswego Canal Corridor Brownfield Opportunity Area Nomination Study* can be found at:

<http://oswegoboa.com/system/resources/0000/0011/FinalDraft_BOA_Plan_050312_small_file_size.pdf>.

In 2015, the Oswego BOA was formally designated by the NYS Secretary of State. Projects in the BOA that are consistent with the BOA Plan may be given priority status for grants, and project developers may access additional Brownfield Cleanup Program tax credits. The sections outlined under the Implementation Strategy (Sections 4-5) are the focus of this RFP; which will provide a description of the full range of techniques, actions and projects that can be undertaken immediately; to those which have a longer time-frame, that are necessary to implement the area-wide plan and to ensure that proposed uses and improvements materialize.

Oswego County will complete an Implementation Study for an area approximately 1,345 acres characterized with 49 potential brownfield, vacant and underutilized sites located within the Oswego Brownfield Opportunity Area (BOA). The primary community revitalization objectives to be achieved by this project include: the redevelopment of underutilized, vacant and brownfield properties; detailed site and structure analyses of catalytic sites; zoning amendments to advance redevelopment of catalytic sites and the BOA overall; identifying green infrastructure techniques to reduce stormwater infiltration in the BOA and to increase energy efficiency or provide alternative energy sources at catalytic sites. Anticipated community benefits resulting from this project include the creation of jobs, private and public sector reinvestment, increased tax revenue, increased property values, improved energy efficiency, reduced stormwater runoff and overall improved quality of life for residents.

The Oswego BOA contains 1,146 parcels. The boundary includes all of the waterfront areas in the City of Oswego, the majority of the City's historic commercial and industrial areas in the vicinity of the waterfronts, and the newer industrial and commercial area on the east side of the City, north of Route 104. The BOA boundary was determined by the Steering Committee and incorporates key underutilized industrial and commercial properties in the BOA, including the:

- former E.J. Spirtas (Hammermill) site;
- former Fitzgibbons site;
- former City landfill (dump);
- NRG Power Plant; and
- multiple sites along the Oswego Canal Corridor.

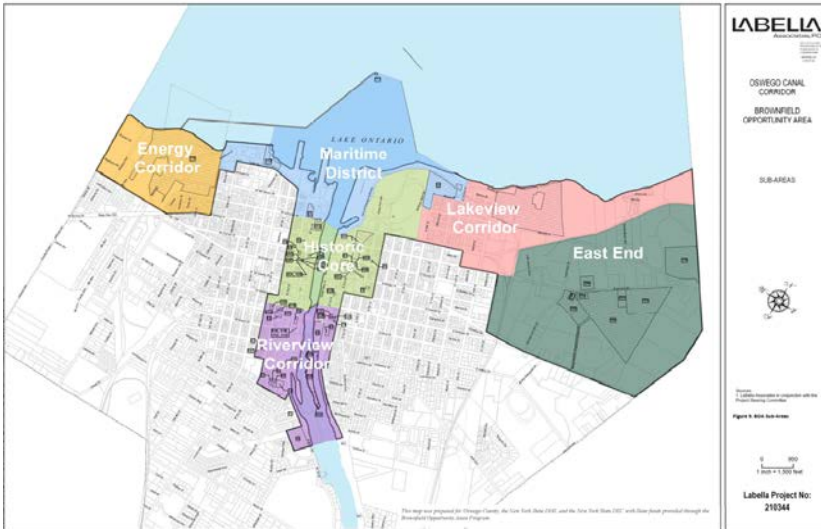
To facilitate analysis, the BOA was divided into six sub-areas or districts (See Figure 1). This division was necessary because the BOA is relatively large and the character, needs, building types, land use composition and business mix vary within the Implementation Area boundary. Separating the districts was especially important in aligning the feasible uses identified in the Economic and Market Analysis with the appropriate buildings, sites and neighborhoods. It was also somewhat important in the selection and analysis of appropriate catalyst areas and sites.

The Implementation Strategy will provide a description of the techniques and actions to achieve desired future uses and development, and implement the area-wide plan. Key project objectives include:

- Defining future or end land uses for the entire study area and for strategic sites;
- Identifying implementation projects to accelerate desired redevelopment on strategic sites and to revitalize the community, and actions to be taken as part of this BOA to support those projects;
- Establishing and/or modifying local land use regulations to facilitate desired land use and development;
- Developing and implementing a marketing plan for strategic sites;
- Identifying and supporting projects in the construction and pre-construction phase that implement the plan;
- Establishing the local management structure to ensure implementation of the Brownfield Opportunity Area Plan;
- Identifying regional, State and federal actions and programs to assist in implementing the BOA Revitalization Plan; and
- Complying with the New York State Environmental Quality Review Act (SEQRA) regulations.

In addition, the Implementation Strategy will include eligible activities for strategic sites and key geographic areas to advance redevelopment of strategic sites.

FIGURE 1: BOA AREA



Source: Oswego Canal Corridor: Brownfield Opportunity Area Nomination Study, May 1, 2012. This report was prepared for Oswego County and the DOS with state funds provided through the Brownfield Opportunity Area Program. Page 43

2. Project Components

Component 1: Project Start-up

Task 1.1: Initial Organizational Meeting

The consultant, Oswego County, and DOS shall conduct an initial meeting with key project participants. The DEC may attend this meeting. The purpose of the meeting is to discuss the scope of the project, SEQRA requirements, the type of services that are most appropriate, and how the budget should be directed. In addition, the composition of a project advisory committee and other public participation techniques shall be discussed as well as any other information; which would assist in project completion. A copy of the work plan and budget will be made available at the meeting. The consultant shall complete and distribute a meeting summary.

Product: Meeting summary prepared by the consultant and distributed to meeting participants.

Task 1.2: Establishment of a Project Steering Committee

The County in consultation with the DOS and consultant will establish a steering committee to oversee the process and provide input. The committee shall be comprised of a range of interests that are representative of the community. The County shall complete and distribute a list of the steering committee members.

Product: List of steering committee members prepared and distributed by County.

Task 1.3: Consultant Selection

In consultation with the DOS, the County will review all proposals received as a result of this RFP. The County will organize and conduct interviews of the top-ranked candidates. Based on the reviews of the County proposals, the County will prepare a list of the top-ranked candidates. Consultant selection is subject to approval of the Oswego County Economic Development and Planning Legislative Committee and the DOS.

Funding for this project comes in part through a grant administered by NYS. Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Businesses (MWBE) equal opportunity to participate in government contracts, **our goal is 20%** of NYS fiscal involvement. The successful bidder will be required

to furnish an EEO policy statement and reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

Proposal(s) will be selected based on the following:

- Quality and completeness of the response (15)
- Understanding of the proposed scope of work (15)
- Applicability of proposed alternatives or enhancements to information requested (15)
- Cost effectiveness of the proposal (15)
- Experience and proven track record with similar services (references and collateral contacts who can speak to experience and track record are encouraged) (15)
- MWBE involvement, either directly or through sub-contractors (10)
- Capacity to complete all project tasks within the allotted time and budget (15)

Incomplete proposals that do not address all of the requested components will not be accepted for review and consideration.

Task 1.4: Subcontract Preparation and Execution

The County shall prepare a draft subcontract to conduct the work with the selected consultant. The subcontract shall contain a detailed work plan with adequate opportunity to review stages in completion of the study, a payment schedule (payments must be tied to receipt of acceptable products in the work plan), and a project cost. The subcontract must specify: the professionals from the firm that will be directly involved in the project; the composition of the entire team, including firm name, MWBE status (if applicable) and area of responsibility/expertise; and the persons, including firm affiliation, that are assigned to undertake and complete specific tasks that are in the work plan. The County shall submit the draft subcontract to DOS for review and approval. A copy of the final subcontract, incorporating the DOS's comments on the draft, shall be provided to the DOS.

Product: Executed subcontract.

Task 1.5: Project Scoping Session with Selected Consultant

The County, DOS and the consultant shall hold a scoping session to review project and contract requirements, site conditions and to transfer any information to the consultant which would assist in completing the project. The DEC may, and is encouraged to, attend this meeting. Topics shall include but are not limited to the following:

- Project scope and how the budget will be directed;
- Study area boundary;
- Community participation and visioning process;
- Project goal and objectives;
- Existing relevant information (maps, reports, etc.);
- BOA Revitalization Plan report;
- Access to information on past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including DEC's on-line databases, GIS maps, site summary sheets for key projects, etc.;
- Responsibilities of the participants (County, consultant, DOS and DEC);
- Time frames and deadlines;
- SEQRA requirements; and
- Expected products.

Product: The Consultant shall prepare a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

Task 1.6: Project Outline

The Consultant shall provide to the County, a project outline that reflects the outcome of the project scoping meeting and guides the preparation of the Implementation Strategy. The DOS shall review the project outline and comment. The County shall revise the project outline to reflect the comments made by the DOS and share the resulting outline with consultant.

Product: Approved project outline completed and distributed to scoping participants.

Component 2: Community Participation

Task 2.1: Community Participation

The Consultant shall describe the techniques and processes by which local participation will be sought to ensure public participation throughout the course of preparing the Implementation Strategy. Community and public participation should occur early and consistently in the process through informational meetings, workshops, project presentations, and public education.

The Consultant shall provide DOS and DEC with a minimum of two (2) weeks advanced notice of all public proceedings relative to the public participation process. Public participation shall include, at a minimum:

- The use of a local steering committee to guide the plan preparation;
- The preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed action to be used on a regular basis to keep the contacts informed of progress on the plan;
- The presentation/review of the community vision statement, goals and objectives, existing conditions; strategic brownfield sites, and the analysis and findings;
- A public presentation and informational meeting on the draft Implementation Strategy that describes, and allows feedback on, establishing future uses and implementation techniques for revitalization; and
- The status and results of site assessments that are underway or have been completed for strategic brownfield sites.

Community and public outreach should serve to inform the public about the project and serve as a means for the public to participate in forming the plan and implementation mechanisms, thus ensuring community understanding and support. The Consultant shall submit the community and public participation outline to the County for DOS review and approval.

Product: An approved outline and summary description of the community participation plan.

Component 3: Section 4 of BOA Plan- Implementation Strategy

The Implementation Strategy shall include a description of the specific techniques that will be used to ensure the plan objectives for the proposed BOA and strategic brownfield sites are achieved. The description shall include the specific techniques, range of projects, local management structure, and other actions that are necessary to achieve the desired revitalization objectives in the proposed BOA, with actions categorized and described in priority order to include the short-, intermediate-, and long-term private and public actions, and investments necessary to redevelop the area or achieve the desired changes. The Consultant shall also describe, or cause to be described the time-frame and schedule for when actions will be taken, their estimated cost, the responsible entity, and potential funding sources.

Task 3.1: Defining Future Uses

Subtask 3.1.1: Definition and Description of Future Land Uses

The Consultant will prepare, a description of the most appropriate range of future land uses for the entire BOA, and individual strategic sites based on an area-wide analysis, including the economic and market trends analysis, site assessment reports, community outreach and informational meetings, consultations with government agencies, proposals for a National Marine Heritage Area and creation of a federal historic site at Fort Ontario and discussions with private-sector interests.

Future land uses should be described in terms of: various residential types, commercial, retail, industrial and manufacturing; parks and dedicated open space; and cultural and institutional uses and others as necessary. The narrative

shall also include a description of the range of improvements necessary to establish the desired future uses in terms of supporting infrastructure, utilities, transportation systems, parking lots or garages, and any other associated improvements or upgrades. This will also include an actionable plan to guide the community to effectuate land use changes through zoning, local ordinances or other methods as appropriate.

Map Requirement - The description of future uses will include a *Proposed Land Use Map* for the entire study area.

Subtask 3.1.2: Reuse of Strategic Sites: Cost-Benefit Scenario

Based on identified land use alternatives for the most strategic sites that are the highest priority for redevelopment, the Consultant shall conduct a comparative analysis of the costs for public support for redevelopment versus the benefits to the community. The land use alternatives shall be based upon the area-wide analysis, and the most recent environmental information available. For specific strategic sites, descriptions shall include:

- The most appropriate and realistic land uses;
- The economic benefits (in terms of tax revenues, jobs created, and associated economic generators);
- The approximate costs (such as acquisition, remediation, testing, incentives and redevelopment) to BOA, the community or private sector that are associated with establishing the desired future land uses;
- The necessary or desired range of improvements needed to support the proposed development alternatives, such as improvements to transportation systems, infrastructure and utilities, and improving environmental conditions (such as containing runoff through grading or drainage structures);
- The magnitude of overall costs for comparative purposes;
- Associated issues and impacts;
- Overall advantages and disadvantages; and
- An actionable plan, incorporating all items in this section, to achieve land use goals.

Map Requirement - The cost benefit scenario for strategic sites shall include a *Proposed Land Use Map* for Strategic Sites.

Subtask 3.1.3: Design Alternatives and Illustrations for Strategic Sites

The Consultant shall prepare site plan design alternatives for strategic sites to demonstrate where identified end land uses including buildings, structures, locations or points of vehicular and pedestrian ingress and egress, associated parking areas, landscaping, walkways, storm water detention, and site drainage will be located.

Illustration Requirement - This work item shall include *Schematic Site Plan Design Layouts* for strategic sites.

Subtask 3.1.4: Profiles of Strategic Sites for Marketing Purposes

The Consultant shall prepare descriptive profiles of strategic sites to publicize and market the site availability for: redevelopment, desired end land uses, or services. The descriptive profiles shall be designed so they could be included in real estate portfolios, marketing brochures, or be posted on web sites. Completed profiles will be included in an Appendix to the Implementation Strategy. Minimum site profile requirements shall include, but are not be limited to:

- Site name and location, including owner, site address, size in acres, and map location; current use/status;
- Existing and/or proposed infrastructure;
- Use potential (ie. residential, commercial, industrial, recreational) and potential redevelopment opportunities; and
- Other site characteristics.

Map Requirements - The profiles shall include a *Redevelopment Opportunity Context Map* that shows the relationship of each site to the study area and a *Redevelopment Opportunity Site Plan Map* that shows each site that is available for development.

Task 3.2: Land Use Implementation Techniques to Ensure Desired Land Uses

Consultant will describe the techniques that will be used to achieve desired end land uses. Techniques may include but are not limited to the following:

- Zoning and Other Local Laws;

- New or Modifications to Existing Economic Districts or Designations;
- Design Standards and Guidelines;
- Graphics and Illustrative Materials; and
- Best Management Practices to Minimize Impacts to Natural Features.

These techniques are described in more detail below.

SubTask 3.2.1: Zoning and Other Local Laws

The Consultant shall prepare a list of implementation techniques that will be used to achieve desired end land uses. Techniques may include but are not limited to the following:

- Description of the need for new or necessary revisions to existing zoning, site plan review and any other local laws to ensure desired end land uses in the proposed BOA and on strategic sites; and
- Any design standards and guidelines necessary to ensure that future development and associated building structures will be compatible with the site, adjacent land uses, and overall community character.

Proposed local zoning regulations must be consistent with the proposed or intended uses for the BOA and strategic sites. Actions necessary to adopt those changes will be included in an implementation plan and timeline.

Map Requirement - *Proposed Zoning Map*.

Subtask 3.2.2: Local Implementation Laws and Measures

The Consultant shall draft, local laws, regulations, standards, and other measures necessary for the implementation of the BOA Plan, as identified in Task 1. A copy of such implementation measures shall be provided to the DOS for review and comment.

Product: All local laws, regulations, standards, and other measures necessary for the implementation of the BOA Plan.

Subtask 3.2.3: New or Modifications to Existing Economic Districts or Designations

Existing economic districts and designations will be inventoried, mapped, reviewed, and recommendations made, as needed to spur investment, redevelopment, and revitalization. These districts may include: Maritime, Urban Renewal Areas, Startup NY districts, or Business Improvement Districts. Changes necessary to implement modifications will also include an action plan that will outline steps and timeline necessary to make changes effective.

Map Requirement - The location of new, or modifications to existing, economic districts or zones shall be shown, on the *Economic Districts and Designations*.

Subtask 3.2.4: Design Standards and Guidelines for Buildings

The Consultant will review relevant design standards and guidelines for buildings and make recommendations consistent with the site, adjacent land uses, and overall community character. Conceptual plans, elevation drawings, section drawings, perspective drawings may be required to convey to municipal leaders, community based organizations, residents, and investors how strategic sites, streetscapes and other areas of interest have the potential to appear after development or improvements are completed.

Product: Summary of design standards and guidelines for buildings and recommendations. Graphic products could include conceptual plans, elevation drawings and other drawings.

Subtask 3.2.5: Best Management Practices to Minimize Impacts to Natural Features

The Consultant will recommend best management practices to minimize the impact of development on natural features. BMPs for environmental planning at the community level should set the framework for good environmental decisions at the site level. BMPs could include but are not limited to: erosion and sediment control, inventory mapping, addressing storm water quantity and quality, landscaping with native species, avoiding sprawl, ecosystem and species protection, vegetative buffers, examples of good environmental practices or areas/sites that could be used as good examples of environmental practices.

Task 4.1: Implementation Projects-

Consultant shall identify and describe specific construction and preconstruction projects that appear to be feasible and are likely to be implemented to revitalize the BOA; including, but not limited to:

- Redevelopment Projects (to establish a range of desired uses or businesses);
- Transportation Projects (road, bus or rail terminal, bike path, etc.);
- Infrastructure and Utility Improvement Projects (water, sewer, light district, etc.);
- Public Improvement Projects (esplanades, plazas, parks, trails, piers, etc.); and
- Environmental Improvement Projects (wetland or habitat restoration, litter removal, water quality improvements, etc.);
- Preconstruction Projects (conceptual designs, predevelopment, development and architectural and engineering cost estimates; financial planning and modeling of projects; bid documents, and permitting; environmental impact assessments, declarations, remedial investigations, action plans, drafting of scope of work for site cleanup; title searches, land surveys, land acquisition modeling and analysis; archeological investigations; engineering assessments of infrastructure; and identification of tasks necessary for site preparation, including clearance or removal of debris and obsolete structures); and
- Studies, reports, investigations or initial feasibility assessments.

Map Requirement - The description shall include a *Proposed Projects Map* that shows the location of all projects shown on a map.

Task 5.1: Construction & Preconstruction Projects

Studies, reports, investigations or initial feasibility assessments to be completed by the consultant to address an issue or to advance projects in the BOA are shown below. In addition, the Consultant shall identify and describe specific construction projects that appear to be feasible and are likely to be implemented to revitalize the BOA.

Subtask 5.1.1: Transportation Projects-

Consultant will conduct a parking analysis and make recommendations for the Historic Core based on the highest and best use of historic and other buildings; this will include upper stories and incorporate any analysis into the City's NYS Route 104 Complete Streets (NYSERDA) project.

The primary route to/from the Port of Oswego for tractor trailers is along E 1st Street. The main truck access route passes: hotels, small businesses, senior housing, offices, bars and restaurants. Visitors and business owners complain about the impact of trucks: noise, traffic, vibrations, and exhaust. In addition, pedestrians at times are not able to cross at intersections due to traffic. The City of Oswego received a NYSERDA Complete Streets grant to facilitate improved pedestrian infrastructure. The area is focusing more on pedestrian street improvements and tourism activities and investigating alternative truck access/routing is needed. Consultant will analyze and provide recommendations for access routes to/from the Port of Oswego and Lakeview Corridor/Maritime District.

Based on accepted practices, known and potential build out, the Consultant will conduct a traffic impact analysis and make recommendations for the Maritime District/Lakeview Corridor. Recommendations of the consultant should focus on mitigating traffic impacts on the adjacent street and pedestrian network; address the improvements that are necessary to accommodate the new development; allocate scarce resources to areas which need improvements; identify potential problems with the proposed development; ensure safe and reasonable traffic conditions on streets after the development is complete; reduce the negative impacts created by developments by helping to ensure that the transportation network can accommodate the development; provide direction to community decision makers and developers of expected impacts, and protect the substantial community investment in the street system.

Subtask 5.1.2: Public Improvement Projects

Oswego is poised to become part of a National Marine Sanctuary, including National Historic Sites at Fort Ontario and Safe Haven. The Consultant will complete wayfinding design work, marketing and branding for areas in the BOA and provide cost estimates to implement wayfinding project and locations of wayfinding structures.

Subtask 5.1.3: Preconstruction Projects

Permitted under Step III, preconstruction projects may include: conceptual designs, predevelopment, development and architectural and engineering cost estimates; financial planning and modeling of projects; bid documents, and

permitting; environmental impact assessments, declarations, remedial investigations, action plans, drafting of scope of work for site cleanup; title searches, land surveys, land acquisition modeling and analysis; archeological investigations; engineering assessments of infrastructure; and identification of tasks necessary for site preparation, including clearance or removal of debris and obsolete structures.

Specific preconstruction projects for Step III are listed below:

- Consultant will conduct a structural/engineering analysis, and provide recommendations and cost estimates for the Westside Coal Pier, and the retaining structure/wall located at the former Cyclotherm site located near 200 E 1st St and the pedestrian bridge over the Oswego River.
- Consultant will prepare marketing plans and materials for priority brownfield sites such as the: former Cyclotherm site, former E.J. Spirtas (Hammermill) site; former Fitzgibbons site; former City landfill (dump); and Fort Ontario and Safe Haven Holocaust Refugee Shelter Museum to National Park status, and as needed for the proposed National Marine Sanctuary.
- Consultant will prepare zoning revisions for the BOA (area) in the City of Oswego (possibly form based) which are consistent with land use objectives identified for the BOA. This work **may** need to be coordinated with the City of Oswego; as they work toward a citywide zoning revision.
- Consultant will review Oswego's Local Waterfront Revitalization Plan (LWRP) and provide BOA recommendations for inclusion in the LWRP.
- Consultant will prepare reuse options, concept designs, identification of tasks necessary for site preparation, including clearance or removal of debris and obsolete structures, and engineering assessments of infrastructure for the "paper" street parallel to the Oswego Canal between the locks on the right bank of the Oswego River.
- Consultant will prepare conceptual designs, site plans, architectural and engineering cost estimates for the following areas: the former Flexowire site as a possible Marine Sanctuary Visitor Center and its adjacent area; Midtown Plaza; former City landfill (dump)/former Pollution Abatement Services; and the former Hammermill site.

Subtask 5.1.4: Studies, reports, investigations or initial feasibility assessments

Site Assessments:

The Consultant will work with DEC to perform site assessments. The purpose of the site assessment is to identify and investigate any potentially contaminated areas of concern at identified strategic brownfield sites.

Site assessments must be performed in accordance with DEC policy document DER-10 Technical Guide for Site Investigation and Remediation. DEC will review and approve the site-specific site assessment work plan prior to initiating site work. Site assessments must be performed under the oversight of the DEC BOA manager to ensure the acceptability of the results. The results of the site assessment shall be summarized in a report to DEC and County, and may be included in the BOA Plan as an attachment. Based upon a review of the site assessment report, the DEC will determine, where applicable, that:

- No further investigation is required, because no potentially contaminated area of concern was identified, or no area of concern characterized is determined to require a remedial investigation; or
- A remedial investigation would be required, due to the presence of contamination identified by the site assessment; or
- A decision regarding remediation for the site can be made based upon the presence of the contamination identified, where the nature and extent was sufficiently defined by the site assessment to determine an appropriate remedy pursuant to section 4 of DER-10.

The County's 2012 BOA Step III application to DOS included detailed information on priority sites in the BOA; where additional environmental site assessment work was planned to be completed as part of the BOA Step III Implementation project. These five sites were: 23 Mercer Street (former Fitzgibbons); 101 Mitchell Street (former Hammermill site); 29 East Cayuga Street (former Price Chopper); 18 East Cayuga, and 83-87 East First Street (Midtown block); and 77-79 West First Street (former Flexowire). Phase II environmental site assessments have been completed for 23 Mercer Street, 29 East Cayuga Street, and 77-79 West First Street; and additional environmental site assessment work is not a priority for those landowners at this time. A new priority includes the former Cyclotherm site at 152- 154 East First Street which needs a Phase II environmental site assessment. The BOA application did not include the site assessment application information needed for the former Cyclotherm site. Site assessment application materials need to be completed for this site and include the: NYS BOA Program Step 3 Application Site Assessment Supplement, known former owners and/or operators, non applicant site owner and access certification, a proposed scope of work and schedule, budget worksheets, site profile, site map and deed.

The consultant will conduct Phase II Environmental Site Assessments at the following sites:

- Former Hammermill site;
- Former Cyclotherm site; and
- Midtown Block (block bounded by East 1st, E. Bridge, E. 2nd, E Cayuga).

The consultant will perform a Phase I Environmental Site Assessment for:

- proposed Fort Ontario National Historic Site federal application area; and
- "paper" street located between the Locks on the right bank of the Oswego River.

Products: Phase I and Phase II Environmental Site Assessment reports for each site and incorporation of the results into the implementation strategy plan. A completed BOA Step 3 Application Supplement for the former Cyclotherm site.

Task 5.2: Local Management Structure to Implement BOA

The consultant will identify the designated agency and administrator that will be responsible for the overall management and coordination of the BOA and serve as the primary sponsor to lead and advance implementation projects. Provide a description of the roles and responsibilities of the agency and any supporting persons or organizations.

Task 5.3: Lead Entity to Ensure Implementation

The County, City of Oswego, DOS and consultant will identify the lead entity to ensure implementation of the BOA Plan and Implementation Strategy.

Task 5.4: Regional, State, and Federal Actions and Programs for Implementation

The consultant will identify and describe the actions and programs at the local, county, state and federal levels necessary to achieve the specific objectives identified in the BOA Revitalization Plan. Types of assistance may include technical assistance, financial assistance, permitting, and direct actions undertaken by an agency, such as road or park construction.

Product: A complete action plan for the Implementation Strategy and all required maps, as described in Task 3.1 above. This action plan and associated maps will be presented in the draft Implementation Strategy as Section 4.

SEQRA - Section 4 shall satisfy Generic Environmental Impact Statement content requirements by including a description of:

- Potential Significant Adverse Environmental Impacts - A statement, evaluation, and description of the potential significant adverse environmental impacts [6 NYCRR Section 617.9 (b)(5)(iii)(a-h)].
- Mitigation Measures - A description of mitigation measures, including performance standards, conditions and impact thresholds [6 NYCRR Section 617.9 (b)(5)(iv)].

- The Range of Reasonable, Alternatives to the Proposed Action - A description and evaluation of the range of reasonable alternatives to the action that are feasible, considering the objectives and capabilities of the program. A description of the no action alternative must be included [6 NYCRR Section 617.9 (b)(5)(v) and Section 617.10 (a)].

Component 4: Section 5 of BOA Plan- Compliance with the NYS Environmental Quality Review Act

Task 6.1: NYS Environmental Quality Review Act Compliance

The BOA Plan (Revitalization Plan and Implementation Strategy) is designed to fully incorporate a Generic Environmental Impact Statement into the body of the BOA Plan. The following summary table shows how GEIS content requirements are blended into the Brownfield Opportunity Plan.

<i>BOA Plans</i>	<i>GEIS Content Requirements</i>
Section 1 - Description of Project and Boundary	Description of Proposed Action
Section 2 - Community Participation	SEQRA public hearing is conducted simultaneously with a public hearing on the BOA Plan
Section 3 - Analysis of the BOA	Description of Environmental Setting
Section 4 - Implementation Strategy	- Potential Significant Adverse Impacts - Description of Mitigation Measures - Description of the Range of Reasonable, Alternatives to the Proposed Action
Section 5 - Compliance with SEQRA	- Consistency with NYS CMP Coastal Policies - Consistency with Heritage Area - GEIS References - Conditions for Future Actions

Section 5 shall include a reference table that describes how the content requirements for a GEIS are satisfied and specifically where in the body of BOAs Plan (Sections 1 - 5) those content requirements are located.

This section shall also include: a description of the significant steps and procedures that have been taken to comply with SEQRA while developing the BOA Plan; the designated Lead Agency and a description of the process to declare Lead Agency; the completed environmental assessment forms; and the Determination of Significance regarding the proposed action.

Product: A complete narrative describing how, during the course of preparing the BOAs Plan, the requirements of the NYS Environmental Quality Review Act have been fulfilled and complied with, as described in Task 4.3 above. This narrative shall be presented in the draft Implementation Strategy as Section 5.

SEQRA - Section 5 shall satisfy Generic Environmental Impact Statement content requirements by including a description of:

- Consistency With NYS CMP or LWRP Coastal Policies - The action's consistency with the applicable NYS Coastal Management Program policies or with Local Waterfront Revitalization Program policies [6 NYCRR Section 617.9 (b)(5)(vi)].
- Consistency With Heritage Area Management Plan - The action's consistency with an approved heritage area management plan or approved urban cultural park management plan [6 NYCRR Section 617.9 (b)(5)(vii)].
- GEIS References - A list of any underlying studies, reports, EIS's and other information obtained and considered in preparing the statement, including the final written scope [6 NYCRR Section 617.9 (b)(5)(viii)].
- Conditions for Future Actions - Specific conditions or criteria under which future actions will be undertaken or approved, including requirements for any subsequent SEQR compliance. This may include thresholds and criteria for supplemental EIS's to reflect site-specific impacts that are not adequately addressed in the GEIS [6 NYCRR

Section 617.10(c)].

Component 5: Completion, Approval and Distribution of the BOA Plan

Task 6.2: Draft BOA Plan, inclusive of the DGEIS, and revised Executive Summary

The Consultant shall prepare a draft BOA Plan (Revitalization Plan and Implementation Strategy with a revised Executive Summary) inclusive of the draft Generic Environmental Impact Statement (GEIS).

The revised Executive Summary shall include, in no more than fifteen (15) pages, the following:

- Project overview and description, including the study area boundary;
- The community's vision for the study area including primary goals and objectives;
- Community participation techniques;
- Existing land use and key features;
- Economic and market trends;
- Key study area findings and redevelopment opportunities based on the analysis;
- Proposed land use for the entire study area, including strategic sites;
- Land use implementation techniques;
- Proposed projects for revitalization;
- Local management structure; and
- Regional, State and federal actions and programs for implementation.

The draft document shall be submitted to DOS for review and comment. The Consultant must submit paper and electronic copies of the draft document for review by DEC, DOS, City of Oswego and the County and to members of the steering committee (~10 copies).

Product: Draft BOA Plan, inclusive of the GEIS, and revised Executive Summary

Task 6.3: Print and Distribute Draft BOA Plan

Upon receipt and acceptance by DOS of the draft BOA Plan and DGEIS, the Contractor shall provide (~10) electronic and paper copies of the approved document for distribution and review by local, State, federal and agencies. All agencies shall have 60 days to comment on the draft document. Such 60-day period shall correspond with the SEQRA review process for the draft GEIS.

Product: Copies of the draft BOA Plan and DGEIS.

Task 6.4: Consultation on Comments Received

Upon completion of the 60-day review period, the County shall consult with the DOS to discuss the nature and scope of responses to comments received, and may hold additional discussions with DEC regarding the identified strategic brownfield sites. Comments received shall be addressed in the Final BOA Plan and the Final GEIS, as appropriate. The Consultant shall prepare and distribute a letter summarizing points of agreement regarding the nature and extent of revisions to the BOA Plan and GEIS.

Product: Letter summarizing points of agreement from consultation.

Component 6: Final BOA Plan

Task 7.1: Preparation of the draft Final BOA Plan

Based on comments received during the review period, the Consultant shall prepare a draft final BOA Plan (Revitalization Plan and Implementation Strategy) and revised Executive Summary. The final BOA Plan will include the Final Generic Environmental Impact Statement. The draft final document shall be submitted, along with a "redline/strikeout" version for comparison purposes, to DOS for review and comment.

Product: Draft final BOA Plan and Final GEIS for review and approval.

Task 7.2: Print and Distribute BOA Plan

The Consultant shall provide three hard copies and three electronic copies to DOS. In addition, each member of the steering committee, and the City of Oswego and Oswego County (~10) will receive a paper copy and electronic copy.

Product: Copies of the BOA Plan.

Task 7.3: Web Posting of Executive Summary

The Consultant shall provide an Executive Summary in html or PDF format for the posting on the DOS web site. The Executive Summary shall include, in less than 15 pages, the following:

- Project overview and description, including the study area boundary;
- The community's vision for the study area including primary goals and objectives;
- Community participation techniques;
- Existing land use and key features;
- Economic and market trends;
- Key study area findings and redevelopment opportunities based on the analysis;
- Proposed land use for the entire study area including strategic sites;
- Land use implementation techniques and incentives;
- Proposed projects for revitalization;
- Local management structure;
- Regional, State and federal actions and programs for implementation; and
- Key maps and graphics supporting the narrative description.

Product: Executive summary of the final BOA Plan in html or PDF format.

Task 7.4: Marketing

The Consultant shall develop and implement a high quality marketing campaign to build public and private support for revitalization of the BOA, and to attract development to strategic sites. Such campaign shall address the plan objectives, and planned projects, including public-sector and private-sector roles, investments, and responsibilities, to revitalize the area and to achieve BOA objectives. The marketing materials shall include a map of the study area that shows the location of key projects and improvements in the study area. Other activities include the production of:

1. Artist and/or 3D renderings
2. Website development
3. Marketing Strategy
4. Marketing media and materials.

Product: Marketing campaign to implement the plan's revitalization objectives and key projects.

Component 7: Section 5 of BOA Plan- State Environmental Quality Review Act (SEQRA)

The Consultant shall prepare all documents necessary to comply with the SEQRA. If a positive determination is made, a scoping session shall be conducted and a Generic Environmental Impact Statement shall be prepared.

Task 8.1: Environmental Assessment Form

As early in the process as practicable, the County shall complete Part 1 of the full Environmental Assessment Form (EAF).

Product: Completed Part 1 of the full Environmental Assessment Form.

Task 8.2: Lead Agency

The County or City will circulate the completed Part 1 of the full EAF and request lead agency status under SEQRA. With regard to SEQRA, the City of Oswego and/or Oswego County and DOS are involved agencies, and the plan may be locally adopted by the City and/or County. The DEC is a potential involved agency since site assessments that may be undertaken through the BOA Program will be administered by the DEC.

Product: Completed Environmental Assessment Form and letter requesting lead agency status.

Task 8.3: Determine Significance

Within twenty (20) days of designation of lead agency, or within twenty (20) days of receipt of sufficient information, the lead agency shall make a Determination of Significance. If determined by the Lead Agency that the proposed BOA will have a significant adverse environmental impact, a Positive Declaration must be prepared and a Generic Environmental Impact Statement will be required OR if determined by the Lead Agency that the proposed BOA will not have a significant adverse environmental impact, a Negative Declaration must be prepared. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary.

Product: State Environmental Quality Review Act Determination of Significance filed.

Task 8.4: Scoping Session

If a positive determination is made, the lead agency shall initiate a scoping session by providing a draft scope to all involved agencies, and, based on comments received during the scoping session, shall, within sixty (60) days of the scoping session, provide a final scope of issues to be addressed in the draft GEIS.

Product: Written scope of issues to be addressed in the draft GEIS.

Task 8.5: SEQRA Notices

Within forty-five (45) days of completion, and upon approval, of the Draft BOA Plan (Revitalization Plan and Implementation Strategy) and DGEIS, on behalf of the Lead Agency the consultant shall prepare and publish a Notice of Completion of the Draft Generic Environmental Impact Statement. If a public hearing is to be held, the Lead Agency shall publish a Notice of Public Hearing.

Product: SEQRA notices.

Task 8.6: Notice of Completion of Final Generic Environmental Impact Statement

Upon completion of the Final GEIS, the Lead Agency shall publish a Notice of Completion of the Final GEIS.

Product: Published Notice of Completion of the Final GEIS.

Task 8.7: SEQRA Findings

No less than ten (10) days after publishing the Notice of Completion of the Final GEIS, the consultant on behalf of the Lead Agency shall prepare SEQRA Findings; which consider the relevant environmental impacts presented in the GEIS, and weigh and balance them with social, economic and other essential considerations.

Product: SEQRA Findings.

Component 8: Project Reporting

Task 9.1: Project Summary

The Consultant shall draft a brief, one- or two-page summary of the revitalization strategy to be used in presentations to various stakeholders. The project summary shall include:

- Community Context and Project Description -- a one- to three-paragraph description, including a brief history of the community's development and a description of current conditions, the size and character of the study area, primary redevelopment objectives and specific issues being addressed in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resources protection or enhancement;
- Accomplishments – a description of significant projects undertaken to advance implementation of the revitalization strategy, and associated public and private investments; and
- Next Steps: a list of activities to advance the implementation of the BOA revitalization strategy including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, infrastructure, public amenities.

Information provided in the summary should include, or be derived from, information from the Progress Report below.

Product: Complete project summary in a format provided by the DOS.

Task 9.2: Progress Report on Actions Taken to Advance Redevelopment and Revitalization

In order to gauge the impact of the BOA project on revitalization efforts, consultant shall complete a progress report at or near the completion of the BOA Plan. This report will describe significant projects undertaken to advance the implementation of the BOA Plan, and document the associated public and private investments to advance or achieve BOA Plan goals, objectives and recommendations.

Projects and associated investments may consist of a range of site specific redevelopment activities, infrastructure improvements, new/enhanced public amenities or natural resource restoration or enhancements. All public and private funds used for such activities should be identified and described as outlined in the report form instructions.

Product: Progress Report

Task 9.3: Semi-annual Reports

The Consultant shall submit to the County semi-annual reports consistent with DOS format/forms provided, including the extent of work accomplished, any problems encountered, and any assistance needed. If a payment request is submitted, the semi-annual report may be submitted as part of the payment request.

Products: Semi-annual reports during the life of the contract.

- END OF PART 2 -

PART 3 PROPOSAL FORMAT

All proposals must be in accordance with the format specified below. Please submit one signed original and two (2) copies of your proposal.

Proposer Reply Cover Sheet (attached)
Proposer Information Sheet (attached)
Non-Collusion Certification (attached)
Resolution for Corporations Only (attached)

Proposal Body. Please include the following:

- 1) Provide a brief history of your agency, services provided, population served, and geographical areas covered. If applicable, provide an administrative flow chart with the RFP.
- 2) A detailed work plan including a projected timeline.
- 3) Specify the professionals from your firm that will be directly involved in the project, the composition of the entire team, and the specific tasks to be undertaken by each individual and their experience with similar projects.
- 4) Provide a description of the services proposed to fulfill the scope of work as identified in PART 2 SPECIFICATIONS. (Include proposed methods/strategies, procedures, staff resources, FTE's)
- 5) Provide time frame for ability to begin this service. If you anticipate a start-up period, include a detailed time line to be fully operational.

- END OF PART 3 -

Part 4 General Provisions

ARTICLE 1 SCOPE OF WORK

Proposer agrees to perform the services in accordance with the terms and conditions of this agreement. It is specifically agreed to by the proposer that the County will not compensate the proposer for any services provided not within the scope of this agreement without prior authorization, evidenced only by a written change order or addendum to this agreement executed by the Chairman of the Legislature of the County after consultation with the County department head responsible for the oversight of this agreement (hereinafter “department head”).

ARTICLE 2 TERM OF AGREEMENT

Proposer agrees to perform the services beginning April 1, 2016, and ending February 28, 2019 unless otherwise stated.

ARTICLE 3 COMPENSATION

The County will audit and pay the proper amounts due the proposer within sixty (60) days after receipt by the County of a County claimant’s certification form or invoice, and, if the either is objectionable, will notify the proposer in writing of the County’s reasons for objecting to all or any portion of the invoice submitted by the proposer.

A not-to-exceed cost is as described in the pricing proposal has been established for the scope of services rendered by the proposer. Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization of the County purchasing director, evidenced only by a written change order or addendum to this agreement, after consultation with the department head. It is specifically agreed to by the proposer that the County will not be responsible for any additional costs or costs in excess of the above-noted not-to-exceed cost if the County’s authorization by the Chairman of the Legislature is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

ARTICLE 4 EXECUTORY CLAUSE

The County shall have no liability under this agreement to the proposer or to anyone else beyond funds appropriated and available for this agreement.

ARTICLE 5 PROCUREMENT OF AGREEMENT

The proposer represents and warrants that no person or selling agent has been employed or retained by the proposer to solicit or secure this agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The proposer further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The proposer makes such representations and warranties to induce the County to enter into this agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability, entitling the County to recover all monies paid hereunder and the proposer shall not make claim for or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this agreement.

ARTICLE 6 CONFLICT OF INTEREST

The proposer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The proposer further represents and warrants that in the performance of this agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this agreement or in the proceeds thereof, unless such person (1) if required by the Oswego County ethics law as amended from time to time, to submit a disclosure form to the Oswego County board of ethics, amends such disclosure form to include their interest in this agreement, or (2) if not required to complete and submit such a disclosure form said person must either voluntarily complete and submit said disclosure form disclosing their interest in this agreement or seek a formal opinion from the Oswego County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability, entitling the County to recover all monies paid hereunder and the proposer shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this agreement.

ARTICLE 7 FAIR PRACTICES

The proposer and each person signing on behalf of the proposer represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A The prices in this agreement have been arrived at independently by the proposer without collusion, consultation, communication, or agreement with any other proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B Unless otherwise required by law the prices which have been quoted in this agreement and on the proposal or quote submitted by the proposer have not been knowingly disclosed by the proposer prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other proposer or to any competitor; and

C No attempt has been made or will be made by the proposer to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the proposer (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being proposed or quoted, does not constitute, without more, a disclosure within the meaning of this article.

ARTICLE 8 INDEPENDENT CONTRACTOR

In performing the services and incurring expenses under this agreement the proposer shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, the proposer shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the proposer's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the proposer covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage health coverage, unemployment insurance benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9 ASSIGNMENT AND SUBCONTRACTING

Pursuant to general municipal law §109, the proposer shall not assign any of its rights, interests or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the Chairman of the Legislature of the County. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this agreement.

Failure of the proposer to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the proposer, its assignees or transferees, and all monies that may become due under this agreement shall be forfeited to the County except so much thereof as may be necessary to pay the proposer's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the proposer for the benefit of its creditors made pursuant to the laws of the state of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10 BOOKS AND RECORDS

The proposer agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

ARTICLE 11 RETENTION OF RECORDS

The proposer agrees to retain all books, records and other documents relevant to this agreement for six (6) years after the final payment or termination of this agreement, whichever later occurs. County, or any state and/or federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12 AUDITS BY THE COUNTY AND OTHERS

All claimant's certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the County. The proposer shall submit any and all documentation and justification in support of expenditures or fees under this agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the proposer shall make its records available to the County upon request. All books claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources

or otherwise. The proposer shall not be entitled to any interim or final payment under this agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13 INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this agreement, the proposer covenants and certifies that it will comply, in all respects, with all federal, state and County laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and employers liability insurance, hours of employment, wages and human rights, and the provisions of general municipal law §§103(a) and 103(b) and state finance law §§139-a and 139-b.

Pursuant to General Municipal Law §108, the parties hereto agree that this agreement contract **shall be void** and of no effect unless the proposer shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law

For all of the services set forth herein and as hereinafter amended, the proposer shall maintain or cause to be maintained, in full force and effect during the term of this agreement, at its expense, a workers' compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of the proposer and not those of the County. Notwithstanding anything to the contrary in this agreement, the proposer irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by the proposer shall not in any way limit the proposer's liability under this agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of Workers' Compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy naming the County of Oswego as an additional insured shall, without exception:
 - be an insurance policy from an a.m. Best rated "secured" New York State licensed insurer.
 - contain a 30-day notice of cancellation.
 - state that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
 - The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.
- IV. Required insurance **minimums**:
 - **Commercial general liability insurance** \$1,000,000 per occurrence/ \$2,000,000 aggregate. General aggregate to apply on a per project basis.

- **Automobile liability** \$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
- **Excess/umbrella insurance** \$1,000,000 each occurrence and aggregate
- **Workers' Compensation and NYS Disability** Statutory Workers' Compensation, employers' liability and NYS. Disability Benefits insurance for all employees.
- **Professional liability/malpractice** \$1,000,000 aggregate (if commercially available for your profession) \$1,000,000 per claim

V. The proposer acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this contract. The proposer is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

The proposer shall attach to this agreement a certificate of insurance evidencing the proposer's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County attorney and the department head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the proposer.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- a. Policy retroactive dates coincide with or precede the proposer's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- b. The proposer will maintain similar insurance for at least six (6) years following final acceptance of the services;
- c. If the insurance is terminated for any reason, the proposer agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- d. Immediate notice shall be given to the County through the department head and the County attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.

ARTICLE 14 INDEMNIFICATION

The proposer agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed pursuant to this agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the proposer, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the proposer either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of the proposer's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or

action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this agreement.

ARTICLE 15 PROTECTION OF COUNTY PROPERTY

The proposer assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the proposer, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by the proposer as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The proposer agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 16 TERMINATION

The County may, by written notice to the proposer effective upon mailing, terminate this agreement in whole or in part at any time (1) for the County’s convenience, (2) upon the failure of the proposer to comply with any of the terms or conditions of this agreement, or (3) upon the proposer becoming insolvent or bankrupt.

Upon termination of this agreement, the proposer shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to the proposer pursuant to this agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by the proposer through or provided under this agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this agreement, in whole or in part, as provided in this article, the County may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the proposer shall continue the performance of this agreement to the extent not terminated hereby. If this agreement is terminated in whole or in part for other than the convenience of the County, any services procured by the County to complete the services herein will be charged to the proposer and/or set off against any sums due the proposer.

Notwithstanding any other provisions of this agreement, the proposer shall not be relieved of liability to the County for damages sustained by the County by virtue of the proposer’s breach of the agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to the proposer for the purposes of set-off until such time as the exact amount of damages due to the County from the proposer is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 17 GENERAL RELEASE

The acceptance by the proposer or its assignees of the final payment under this agreement, whether by claimant's certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of the proposer arising out of the performance of this agreement.

ARTICLE 18 SET-OFF RIGHTS

The County of Oswego shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the proposer (i) under this agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 19 NO ARBITRATION

Any and all disputes involving this agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the Legislature of County, but must instead only be heard in the supreme court of the State of New York, with venue in Oswego County or if appropriate, in the federal district court with venue in the northern district of New York, Syracuse division.

ARTICLE 20 GOVERNING LAW

This agreement shall be governed by the laws of the state of New York. The proposer shall render all services under this agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 21 ACCEPTANCE OF SUBSTITUTED SERVICE

The proposer hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York civil practice law and rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with cpl§311(4).

ARTICLE 22 TAXES

The County of Oswego is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the federal government. Taxes shall not be included in any contract or proposed price. A tax exempt certificate will be executed upon the proposer's request.

ARTICLE 23 CURRENT OR FORMER COUNTY EMPLOYEES

The proposer represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this agreement or any other agreement that said the proposer has or may have with the County without the express written permission of the County of Oswego. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability, entitling the County to recover all monies paid hereunder and the proposer shall not make claim for or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this agreement.

ARTICLE 24 ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this agreement, including any attachments, which supersede any other understandings or writings between or among the parties.

ARTICLE 25 MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services covered by this agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the Chairman of the Legislature of the County, after consultation with the department head, executes an addendum or change order to this agreement, which addendum or change order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this agreement shall apply with all force and effect to the terms and conditions contained in such addendum or change order.

ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

ARTICLE 27: IRANIAN ENERGY SECTOR DIVESTMENT

27.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

27.2 Any Contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible proposer pursuant to Section 103 of the New York State General Municipal Law.

27.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "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 NYS Finance Law Section 165-a (3)(b)."

Oswego County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

27.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Oswego has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Oswego would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

PROPOSER REPLY COVER SHEET

RFP #15-15 BOA CONSULTANT SERVICES

Sealed proposals are due by **Friday, February 5, 2016** at the Oswego County Purchasing Office;
46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

Total cost of providing the service as proposed \$ _____

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal for **RFP #15-15** and offers to provide the services described in the attached proposal.

Federal ID Number: _____

Type of Print Name

Company

Title

Address

Authorized Signature

Date

(____)_____/ (____)_____
Telephone Number / Fax

Please attach additional proposal information to this sheet.

PROPOSER INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

E-mail: _____

Signatory Authority: _____

“In consideration of the limitations of this proposal, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal.”

Name/Title

Signature

Date

NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

- (a) 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 knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor;
 - (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

Resolved that _____ (individual) is authorized to sign and submit the proposal of this corporation for the following project:

RFP #15-15 – BOA STEP III CONSULTANT SERVICES

and to include in such proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate proposer shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, _____, and is still in force on this _____ day of _____, 2016.

Secretary

(Seal of Corporation)

NON-PROPOSER RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective proposers fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our proposers' list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY 13126.

- 1. Unable to make a proposal at this time, but would like to receive future Proposals.
- 2. Items or material not manufactured, distributed, stocked, furnished.
- 3. Services, materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.)
- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of proposal.
- 7. Other reasons: _____

You may remove our name from the proposer list for:

This Commodity Group This Item or Material All Proposals

_____	_____
Type or Print Name	Company
_____	_____
Title	Address
_____	_____
Authorized Signature	(_____) _____
_____	_____
Date	Telephone Number