



**ONONDAGA COUNTY  
Executive Department  
Division of Purchase**

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

John H. Mulroy Civic Center, 13<sup>th</sup> Floor  
421 Montgomery Street  
Syracuse, NY 13202  
[www.ongov.net](http://www.ongov.net)  
Phone (315) 435-3458

**ANDREW TROMBLEY**  
*Director*

August 1, 2019

Subject: Request for Proposal, #19-AEI-001, Proposals for Alliance for Economic Inclusion Funding

Dear Proposer:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking creative funding proposals to further the work of the Alliance for Economic Inclusion (AEI). The AEI is a product of the successful proposal for the Central New York Regional Economic Development Council under Governor Cuomo's Upstate Revitalization Initiative. The AEI is seeking quality providers to deliver high quality services. The County is seeking a quality firm to provide high quality services.

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

The Alliance and member municipalities will host the following non-mandatory pre-proposal meetings:

Cayuga County:

Monday, August 12, 2019 at 1pm  
Cayuga County Office Building  
160 Genesee St., Auburn, NY 13021

Cortland County:

Thursday, August 15, 2019 at 11am  
Cortland County Planning Department  
37 Church St., Cortland, NY 13045

Onondaga County:

Tuesday, August 13, 2019 at 5pm  
The Atrium at City Hall Commons  
201 E. Washington St., Syracuse, NY  
13202

Oswego County:

Wednesday, August 21, 2019 at 3pm  
Oswego City Hall, 2<sup>nd</sup> Floor  
13 West Oneida Street, Oswego, NY 13126

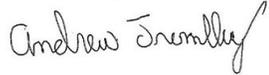
Madison County:

Wednesday, August 14, 2019 at 3pm  
Madison County Office Building  
138 N. Court St., Wampsville, NY 13163

One original and one electronic copy of the proposal must be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, New York, no later than 4:00 p.m., September 13, 2019.

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

Sincerely,



Andrew Trombley  
Purchasing Director

## 1. INTRODUCTION AND INSTRUCTIONS

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

Release Date:	8/1/2019	Proposal Submission Deadline:	9/13/2019
Pre-Proposal Meetings:	see page 1	Expected Award Date:	TBD
Final Date for Submission of Questions:	8/23/2019	Expected Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	8/26/2019		

### 1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, New York, no later than 4:00 p.m., August 9, 2019. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.

### 1.4. Modifications or Withdrawal of Proposal

A proposal that is in the possession of Division of Purchase may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

## 1.5. Award and Contract Information

1.5.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

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

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

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

1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

1.5.4. Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.

1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.

1.5.8. Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the proposers, but there shall be no obligation to receive further information, from any proposer.

1.5.9. Any or all proposals shall not necessarily be accepted. The County shall not be obligated in any manner to any proposer whatsoever until a written agreement has been duly executed relating to an approved proposal.



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**ANDREW TROMBLEY**  
*Director*

**REQUEST FOR PROPOSAL**

**TITLE: Proposals for Alliance for Economic Inclusion Funding**

**NUMBER: #19-AEI-001**

**CLOSING DATE AND TIME: September 13, 2019, 4:00 P.M. EST**

**DELIVER TO: Onondaga County Division of Purchase, address above**

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

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

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

Name and Address of Record:	<input type="text"/>		
State of Incorporation:	<input type="text"/>	Telephone number: _	<input type="text"/>
Mailing Address:	<input type="text"/>		
Federal I.D. number:	<input type="text"/>		
Authorized signature:	<input type="text"/>		
Typed or Printed Name:	<input type="text"/>		
Title of Authorized Person:	<input type="text"/>		
Receipt of Addenda Nos.	<input type="text"/>	is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)	

**NO LATE PROPOSALS WILL BE ACCEPTED**

## PREVENTION OF SEXUAL HARASSMENT

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

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

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

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

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name:		Date:	
Signature of Authorized Person:			
Printed Name and Title of Authorized Person:			

## REQUEST FOR PROPOSAL

TITLE: Proposals for Alliance for Economic Inclusion Funding

NUMBER: #19-AEI-001

### 2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

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

### 3. PROPOSAL SUBMITTAL

- 3.1. Original Proposal The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Proposals for Alliance for Economic Inclusion Funding, #19-AEI-001. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 3.2. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
  - 3.2.1. Cover Page:
    - 3.2.1.1. Full proposal name and number.
    - 3.2.1.2. Submission date and time.
    - 3.2.1.3. Prime Contractor name (Onondaga County/Vendor who is responsible).
    - 3.2.1.4. Contact Information for Vendor: Name, Phone number and e-mail address required.
  - 3.2.2. Table of Contents:
    - 3.2.2.1. All items listed in Proposal Format in the sequence listed.
  - 3.2.3. Executive Summary:
    - 3.2.3.1. Summarize understanding of the scope of the RFP (project).
    - 3.2.3.2. Explain how your solution/approach addresses the requirements provided in this RFP.
    - 3.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
    - 3.2.3.4. State exceptions and omissions to stated requirements.
    - 3.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
    - 3.2.3.6. Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.
  - 3.2.4. Response to Section 7: Scope
    - 3.2.4.1. Respondents must complete and include Attachment A included herein as a fillable PDF.
    - 3.2.4.2. Response to the Scope of Services (Section 7) should not be longer than fifteen (15) pages. With the high volume of proposals expected, it is in your organizations best interest to include only relevant information.
    - 3.2.4.3. Please include letters of support at the end of your proposal as an attachment.
  - 3.2.5. Compliance Statement
    - 3.2.5.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.
  - 3.2.6. Project Coordination and Scheduling
    - 3.2.6.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.
  - 3.2.7. Vendor Responsibilities
    - 3.2.7.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

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

#### **4. QUESTIONS**

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

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

- 4.3. Questions may also be directed by email to [andrewtrombley@ongov.net](mailto:andrewtrombley@ongov.net). All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

#### **5. REIMBURSEMENT/GIFTS**

- 5.1. Denial of Reimbursement The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 5.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

#### **6. GENERAL PROVISIONS**

- 6.1. Defend, Indemnify, And Hold Harmless To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

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

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

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

## 6.2. Insurance

### 6.2.1. Liability Insurance

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

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

6.2.3. Contractor shall obtain these insurance contracts:

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

6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

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

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

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

#### 6.2.5. Workers' Compensation and Disability Benefits

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

6.2.5.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

6.2.5.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

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

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

6.5. Conflict of Interest: At the time Contractor submits a response, or if no response is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

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

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

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

- 6.6. Account Representative: The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 6.7. Responsiveness: Vendors are expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 6.8. Effective Dates of Proposal: All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.
- 6.9. Advertising Award: The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 6.10. Beginning Work: The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

- 6.11. Statement of Assumptions: The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials and other resources, etc.
- 6.12 Contract The contract between the County and the Vendor shall include:
- 6.12.1 The Request for Proposal (RFP) and any amendments thereto, and the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- 6.12.2 The standard Onondaga County Vendor contract, a copy of which is available upon request.
- 6.13 Extensions and Amendment: Contract will be for one (1) year with three (3) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 6.14 Replacement Contract: In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.
- 6.15 Audit: The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 6.16 Ownership of Documents/Work Product: It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 6.17 Proprietary Information: All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The county will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.
- 6.18 Appropriations: This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 6.19 Funding: Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.
- 6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

## 6.21 Preparation of Proposal

- 6.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 6.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.
- 6.21.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

## 7. **SCOPE OF SERVICE**

### 7.1. Vision Statement

Alliance for Economic Inclusion Vision: *Create economic prosperity by utilizing the region's human and physical assets to ensure that economic growth translates into economic opportunity, increased wealth, and improved quality of life within our distressed communities.*

### 7.2. Background Information

- 7.2.1. Poverty rates in the five county region of Central New York that includes Cayuga, Cortland, Madison, Oswego, and Onondaga Counties, are rising and prevent the region from realizing its full economic potential. Residents of large and small inner-city neighborhoods, rural communities, and, increasingly, inner ring suburbs struggle to access jobs and build wealth. This is evidenced by the statistic that 44% of Central New York's population is living at or near the poverty line. Region-wide there are immense challenges related to building economic opportunity and these issues are compounded in Central New York's urban environments. A recent report ranked Syracuse as the worst out of the top 100 largest cities for concentrations of extreme poverty among African Americans and Hispanics. Furthermore, these statistics appear to be going in the wrong direction as concentrated poverty among African Americans in Syracuse has grown to 65.2% in 2013 from 43.4% in 2000. In 2017, 45.1% of Hispanics in Syracuse were living below the poverty level. Poverty is not only a growing issue in Central New York's urban centers; it is on the rise in rural and smaller communities as well. According to the U.S. Census Bureau's 2013-2017 American Community Survey 5-Year Estimates, more than 30% of single women with children under 18 in Cayuga and Madison Counties are living in poverty and in Onondaga County 46% of these families live in poverty. In Cortland County, that number is 47% and in Oswego County, that number is 55%. Central New York must confront and alter the root causes of these issues that include poor or disconnected access and connectivity to inclusive industries; challenges within the educational system that prevent equal access to opportunity; barriers in accessing growth capital for small-, minority-, women-, and veteran-owned businesses; blight, homelessness, trauma, violent crime, and residential vacancies in inner city neighborhoods; lack of quality child care in rural and inner-city areas; talent flight and a misalignment in skills, training systems, and growing businesses that can offer meaningful employment. For the economic vitality of our region, negative trends in these and other categories need to be addressed as soon as possible. In recent years, there have been significant investments made through the Central New York Regional Economic Development Council that have the potential to be leveraged. In addition to these investments, the identification of Opportunity Zones and Historically Underutilized Business (HUB) Zones provide a focus for potential economic growth.

- 7.3. The CNY Regional Economic Development Council, in conjunction with Cayuga, Cortland, Madison, Oswego and Onondaga Counties, submitted a joint plan competing for funds under the Upstate Revitalization Initiative (URI) and the proposal was one of three proposals selected to be funded and implemented. The proposal is titled “CNY Rising: From the Ground Up.” Addressing the economic issues outlined above was a priority for the plan as presented, and is now a priority during implementation.
- 7.4. The CNY Rising plan included the creation of the Alliance for Economic Inclusion, a group of community leaders from each of the five counties selected to represent the diversity of governments, businesses, schools, community organizations, and economic opportunities and challenges of our community.
- 7.5. One of the responsibilities of the Alliance will be to make funds available for projects targeting one or more of the following categories:
- 7.5.1. Create career pathways for adults and youth from distressed communities by establishing workforce and education strategies that align with Central New York employers’ needs in key industry sectors.
  - 7.5.2. Develop access to economic opportunity and wealth by intentionally attracting and growing good jobs in low income and distressed communities and connecting these communities to employment hubs.
  - 7.5.3. Create tools and incentives for educational attainment within low-income Central New York communities, making higher education accessible and affordable for all.
  - 7.5.4. Build wealth and next-generation community leadership by establishing and growing entrepreneurship, business ownership, and homeownership within underserved communities.
- 7.6. In addition to targeting one or more of the categories outlined in 7.5, projects to be considered for funding must identify a minimum of two measurable outcomes. **Examples of anticipated outcomes include (but are not limited to):**
- Improvement in health and/or safety
  - Increased access to transportation to private sector job opportunities
  - Increase in safe, affordable housing and/or decrease in commercial or residential vacancy
  - Increase in un- and underemployed residents placed in jobs
  - Increase in minority-owned and community based businesses created and expanded
  - New jobs created in underserved communities
  - Increase in reading and math proficiency in elementary and middle school populations
  - Increase in students matriculated to higher education
  - Increase in college students completing internships
  - Increase in low-income adults graduating from college
  - Increase in career and technical educational opportunities
- 7.7. Funding Priority  
Priority will be given to initiatives that incorporate one or more of the following features:
- Address systems change that meaningfully impacts the root causes of poverty and builds an equitable economy
  - Offer cost-effective solutions that can be increased in scale to a larger audience once impact is demonstrated; with particular emphasis on transportation solutions
  - Connect with private sector employers in high demand or project growth industries who can personally attest to this demand
  - Coalition, partnership, and/or collaboration based – initiatives that embody a collective impact model with a commitment from multiple entities to implement cross-sector efforts that reduce the many barriers to economic inclusion and address multiple bullets from section 7.5

- Sustainable by the selected contractor(s) after the funding period ends
- Regional focus
- Leverage or connect to REDC investments (i.e. partner with for profits that have received funding from the REDC)
- Address the following sections: 7.5.2 job creation and 7.5.4 wealth creation
- Connect geographies with more than 20% of the population living in poverty with opportunities
- Demonstrate data that show a proven track record of measurable impact
- Create a well thought out plan that logically leads to measurable improvements in wages paid, unemployment rates, and/or the number of Temporary Assistance recipients
- Strive to build skillsets and knowledge around current high demand or projected growth industries (see: <https://www.labor.ny.gov/stats/lproj.shtm>)
- Located in an Opportunity Zone (see: <https://esd.ny.gov/opportunity-zones>) or in a HUB Zone (see: <https://maps.certify.sba.gov/hubzone/map#center=39.828200,-98.579500&zoom=5>).
- Create not-for-profit/for-profit partnerships leading to job creation or wage growth for low or no income citizens

7.8. Similar to other Regional Economic Development Council projects, a 10% match (equity or in-kind) may be required of successful respondents.

7.9. Requests for startup funding or seed funds must be clearly stated and justified and may not exceed 10% of the total budget.

#### 7.10. Funding Eligibility

The Alliance for Economic Inclusion encourages funding applications from all applicants interested in addressing poverty and income inequality in our community. This includes for-profit and not-for-profit entities seeking to meet the challenges of our region.

7.10.1. In the previous funding cycle, the Alliance, in consultation with New York State, determined the following:

- 7.10.1.1. This funding is intended to support not-for-profit and for-profit entities. The intent is not to support governmental entities.
- 7.10.1.2. State supported organizations, including SUNY Higher Education Institutions, Community Colleges, and other state agencies, are ineligible for funding through the Alliance.
- 7.10.1.3. The Alliance did not favorably recommend brick and mortar projects for funding, unless the work performed was based on providing skilled training opportunities and/or increased low-income housing opportunities in distressed areas.

7.11. On behalf of the Alliance, Onondaga County will receive the proposals based on the calendar included in section 1.3.

7.12. Onondaga County reserves the right to amend, lower or require additional insurance (as outlined in Section 6.2) or endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work proposed under this Request for Proposal.

7.12.1. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, cyber -liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements.

7.12.2. The County, as its sole discretion expressly reserves the option to accept lower insurance coverage limits in order to encourage participation on low-risk projects.

#### 7.13. Costing Proposal and Program Narrative

7.13.1. Please include your pricing proposal and program narrative in Attachment “A”.

7.13.2. Please include costs associated with any additional services you will provide.

7.14. Administrative Cost Guidelines

Indirect or overhead costs of the proposal, including but not limited to: rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs etc, should be a maximum of 15% of the proposed costs.

7.15. Ineligible Expenses

Ineligible expenses include, but are not limited to:

- 7.15.1. out of state travel
- 7.15.2. alcohol
- 7.15.3. prizes and awards
- 7.15.4. honoraria
- 7.15.5. fundraising events or expenses
- 7.15.6. grant writing costs
- 7.15.7. fines and penalties
- 7.15.8. deficit funding
- 7.15.9. religious activity
- 7.15.10. refreshments for meetings
- 7.15.11. land acquisition
- 7.15.12. taxes
- 7.15.13. bond interest and associated fees
- 7.15.14. contingency costs
- 7.15.15. Lobbying expenses
- 7.15.16. costs incurred prior to the contract start date
- 7.15.17. costs that are not adequately justified or that do not directly support the project

7.16. Alliance members may contact organizations submitting proposals after the review and award process is complete to discuss strategic alignment of economic inclusion efforts throughout the region. Respondents are encouraged to actively participate in these discussions.

## 8. EVALUATION METHODOLOGY

- 8.1. Onondaga County; in consultation with the Alliance for Economic Inclusion, made up of representatives of Cayuga, Cortland, Madison, Oneida, and Onondaga Counties, and the State of New York; reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award (s) will be selected based on evaluation of which vendor is most responsive and responsible, and not solely on the basis of price.
- 8.2. 501(c)(3) status is not a requirement of this RFP.
- 8.3. As the administrator of this solicitation, the Alliance encourages and promotes strategic partnerships among respondents.
- 8.4. Criteria to be evaluated by the Alliance may include the following:
- **Compliance with the RFP**
  - **Core Competencies of the Respondent's Team**
  - **Company/Agency Statistics**
  - **Responsiveness to the Items in Section 7, Scope of Work**
  - **References**
  - **Oral Presentations**
  - **Credibility of Vendor**
  - **Minority and Women's Business Enterprises Compliance**
  - **Sustainability and/or Portability**
  - **Ability to Measure and Report Impact**