



**CITY OF SYRACUSE**

**REQUEST FOR PROPOSAL**

**Inner Harbor Park Redesign**

**RFP REFERENCE #24-268**

**Office of Management and Budget  
Division of Purchase**

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## 1. Introduction

### 1.1 Overview

The City of Syracuse will begin to implement its New York Department of State funded Local Waterfront Revitalization Program plan currently under development by preparing a design for improvements to the 2.9-acre Inner Harbor Park along Onondaga Creek. The redesign of the park will include additional passive recreational opportunities, pedestrian and bicycle connections, visitor amenities, and safety improvements. These enhancements to this waterfront park will complement the ongoing development of the area and promote additional investment in the Inner Harbor.

### 1.2 Project Background

The project will be led by the City's Planning Division, with additional coordination involving other City departments, including the Parks Department. Inner Harbor Park is a city-owned park located at 396 West Kirkpatrick Street on the City's Inner Harbor. The park currently features off-street parking, a waterfront amphitheater, and a portion of the City's Onondaga Creekwalk trail, which is also part of the New York State Empire State Trail system. Although the park is underutilized, it is a frequent pass-through location for trail users and provides easy parking and access to the trail network. The park also hosts several larger festivals and events throughout the year.

The project goal is to redesign this underutilized public space by capitalizing on the existing uses and providing new amenities to make the park a destination for residents and visitors. This project will accomplish this goal through a design process that will produce construction documents to update and refresh Inner Harbor Park. Specific design elements that will be considered during the planning process include:

- a) The layout of the park, including reducing impervious areas and reestablishing trails and open space areas to allow for a larger gathering area and greenspace, such as patios, pavilions;
- b) Safety improvements, such as lighting and emergency call boxes;
- c) Trail improvements, such as surface repairs, new or revised routes, and wayfinding signage;
- d) Streetscape enhancements (along Van Rensselaer & Kirkpatrick Streets), and bicycle/pedestrian improvements to better connect the park to the surrounding areas; and
- e) Installation of other amenities such as benches, bicycle repair stations, drinking water stations, technology, and/or public art to complement the City's development of a new accessible playground and concession area on another portion of the site. The accessible playground and concession area is a separate project being led by the City's Parks Department that is scheduled to start in summer 2024.

The expected deliverables are a planning and design process, which will include some stakeholder and public engagement, to produce construction documents for a redesigned park area. While the park redesign will not be constructed as part of this contract, the project deliverables will provide a foundation on which to construct the proposed park improvements and ultimately provide a safer, more effective community gathering place.

### 1.3 RFP Schedule:

Date(s)	Milestone(s) / Event(s)
03/28/2024	City issuance of RFP. The City issues this RFP
4/18/2024	Written questions due with Firms/Consultants are permitted to submit written questions, for purposes of clarifying this RFP until this date.
04/25/2024	Proposal Submission. Proposals are due by 2:30 p.m.



05/23/2024	Evaluation Period. The RFP Committee will assess proposal and make a recommendation.
6/17/2024	Anticipated Project Award by Common Council

1.4 Scope of Services

Task 1: Project Initiation Meeting

The City, the consultant, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, discuss public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion.

In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The consultant or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to NYS DOS approval of the proposed approach as outlined in the meeting summary.

Products: Project initiation meeting held with appropriate parties. Consultant to prepare written meeting summary outlining agreements reached.

Task 2: Project Advisory Committee

The City will establish a project advisory committee, in consultation with New York State Department of State to participate in the development of the project in cooperation with the City and consultant. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: City to establish project advisory committee.

Task 3: Project Advisory Committee Meetings

Project team (City, consultant and Department) to hold two meetings with the Project Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information which would assist in completion of the project.

The Project Advisory Committee shall meet twice over the course of the project to guide project development and review findings and documents. Following each meeting, the consultant(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

Products: Consultant and City led Project Advisory Committee meetings. Consultant to prepare written meeting summary of each meeting.

Task 4: Site Reconnaissance



Consultant to conduct site-specific reconnaissance, in preparation for design. Work may include, at a minimum, identification, analysis, and mapping of the following:

- a) Site survey showing extent of project boundary and right-of-way locations
- b) Structures, buildings, or facilities on or adjacent to the site
- c) Above and below ground infrastructure, including stormwater treatment structures, on the site
- d) Transportation/circulation systems (vehicles, bus, pedestrian, and bicycle) that serve or are located near the site
- e) Adjacent land and water uses
- f) Historic resources on or adjacent to the site, and archaeological sensitivity as determined by the State Historic Preservation Office
- g) Soil and, as appropriate, core sampling to determine site stability
- h) Topography of the site and hydrology
- i) Natural resources, including location of mature trees on the site
- j) View corridors
- k) Zoning and other applicable designations, and site constraints, needs, and opportunities.

Products: Consultant to prepare map(s) and written summary describing the above information and any other appropriate information identified during the project initiation meeting. Maps and relevant data and information, submitted in either ArcGIS format, or similar product acceptable to the Department.

#### Task 5: Schematic Designs and Alternatives Analysis

Consultant to prepare two schematic designs and alternative analysis of the park, considering and including a summary of the following, as applicable:

- a) Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities,
- b) Impacts, if any, to state-designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated, and
- c) Impacts of schematic design on improved quality of life, safety, and consistency with project goals.

In consultation with the Department and the project advisory committee, the City shall select the preferred schematic design as the basis for final design and engineering/construction plans and specifications or shall work with the consultant(s) to develop a final schematic design incorporating elements of, or building upon, the alternative schematic designs.

Products: Two schematic designs and analysis.

#### Task 6: Public Meeting

City and Consultant to hold public information meeting to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Public meetings should be scheduled at times that are convenient to underrepresented communities (e.g., at night or on weekends instead of during the day) and at locations that are ADA accessible. Meetings shall be advertised with generous advance notice to garner maximum publicity, awareness, and participation.

Products: Consultant-led public information meeting held, and minutes/summary of meeting prepared including any presentations or handouts. The City will play an active role in the scheduling, coordination, and participation of this meeting.



## Task 7: Permit Analysis and Pre-Permitting Meeting

Consultant to prepare an analysis of all federal, State, and local requirements for the selected schematic design alternative, such as necessary permits, reviews, and approvals. The analysis will include a written description of how requirements will be satisfied during development of the design. This analysis shall be submitted to appropriate project partners, permit review agencies, and the Department for review. A pre-permitting meeting with the Department and the identified federal, State, and local entities may be required to discuss revisions needed to satisfy regulatory requirements. The City shall not work on developing final design prior to the Department approval of the permit analysis and City response to comments from the pre-permitting meeting, if necessary.

Products: Consultant to prepare written permit analysis. Pre-permitting meeting with identified entities. City response to preliminary review comments by regulators.

## Task 8: Design Development

Consultant to prepare draft and final design based on the selected schematic design. The design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Consultant to prepare a draft and a final design and supporting materials, including specifications, etc.

## Task 9: Certified Construction Documents

Consultant to prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Construction shall not commence prior to addressing the Department's comments. Final construction documents must be certified by a licensed professional engineer, architect or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final construction documents, certified by a licensed professional engineer, architect or landscape architect, including specifications.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

## Task 10: Environmental Quality Review

Consultant to prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If the lead agency makes a positive declaration of environmental impact, the City shall prepare, or work with the Consultant to amend their scope of work to draft, and prepare a Draft Environmental Impact Statement, advertise it as available for public review and comment, and complete the SEQRA process.

Products: Consultant to prepare SEQRA documents including Full EAF. This does not include the preparation of an environmental impact statement by the consultant.

## Task 11: Permits



Consultant to prepare the necessary permit(s) or other approval applications and obtain the required permits or approvals from regulatory agencies. A pre-application meeting with the Department of State and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the City or its consultant(s) shall submit all applications to the Department of State for review and comment.

Potential permitting and approval agencies include:

- a) federal agencies such as the United States Army Corps of Engineers; Federal Highway Administration; Federal Aviation Administration; Federal Communication Commission; Federal Energy Regulatory Commission.
- b) the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- c) other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization to use or occupy State-owned lands or waters overlying those lands; the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and potential authorizing regional agencies such as Port Authority; St. Lawrence Seaway; Canal Corporation; Metropolitan Transportation Authority; CSX railroad; Amtrak; Adirondack Park Agency; Hudson River-Black River Regulating District.
- d) agencies of a regional, county, city, town, village, or special purpose district, including: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Demonstrate the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Products: the Consultant, in coordination and consultation with the City, will prepare and submit all required permits, including written certification of compliance with floodplain management regulations, if applicable.

#### Task 12: Project Attribution and Number of Copies

The consultant must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS Department of State to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

*"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."*

The contributions of the Department of State must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution, which will generally be prepared by the City. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

## 2. Proposal Details and Criteria

Upon receipt of proposals, an RFP committee will review each proposal and recommend award. Proposals will be reviewed on the basis of team competency (education, experience and qualifications), relevant experience (including work with City of Syracuse), project approach, cost, professional capacity (ability to perform the services required on time and within budget), and client references.





Please address each of the following criteria in your proposal.

### 2.1 Team Competency

Provide the name and contact information for the lead Consultant and all sub-consultants if applicable and identify the Consultant's Proposed Project Manager for the Project. Please provide a list of all team members who will work on this Project and describe their relevant experience and include a copy of each team member's resume.

### 2.2 Respondent's Experience

Provide a list of projects, locations and references for similar, public-sector projects that the Consultant and sub consultants, if applicable, have completed and/or begun in other communities. Provide a copy of your New York State Broker License.

Provide a statement detailing the experience of your firm. Please include:

- a) Respondent's experience performing insurance placements and obtaining cost-effective coverage for municipalities or governmental entities;
- b) Programs and actions taken to ensure adequate continuing professional education of staff and commitment to professional standards;
- c) The results of recent external quality control reviews, if any; and
- d) Any additional information that may distinguish your agency from other agencies responding to this RFP

### 2.3 Work for the City

For the lead firm, or if applicable for the respective joint-venture firms, provide information on all projects started (not only completed) for the City of Syracuse in the last ten (10) years.

### 2.4 Project Approach

Describe how your team will complete this project. Please include tasks you believe must be accomplished, how they would be executed and provide your insights regarding any additional or alternative methods you believe could benefit this project and think that the City should consider.

### 2.5 Cost / Fee Proposal

Proposer shall provide a Fee Proposal and Task Man Hour Breakdown to complete the proposed scope of work for the Project(s). The proposal must be a flat fee for all services described in the proposal. A list of direct expenses (such as mileage, photocopying, travel, lodging, other direct costs, etc.) shall be provided. All expenses must be clearly identified.

### 2.6 Qualifications Review Criteria

Qualifications will be reviewed based on a variety of criteria including but not limited to the following:

- a) The education, experience and expertise of the firm's principals and key employees;
- b) The firm's specific experience, stability, and history of performance;
- c) The firm's specific experience and history of performance on City of Syracuse projects;
- d) The firm understands of the City's proposed scope of work and their project approach;
- e) Ability of a firm to complete a project within the project schedule and within the project budget;
- f) Billing Rates;
- g) Availability of adequate personnel to perform the required work expeditiously; and
- h) The recommendations and opinions of the firm's previous clients.



## 2.7 References

Proposers must submit a list of at least three (3) professional references where similar services have been provided for during the past five (5) years.

## 3. Equity Goals

The City of Syracuse is committed to promoting diversity, fairness and inclusively by harnessing its purchasing power for economic, social, and strategic outcomes. The City aims to create opportunity for all through three distinct procurement goals:

- a) Workforce Diversity,
- b) Local Hiring, and
- c) Minority-, Women-, and Service-Disabled Veteran-Owned Business (M/WBESDVOB) Subcontracting.

Additional information concerning the City of Syracuse Equity Goals, as well as the City's Certified M/WBE-SDVOB Directory, can be found at: <https://www.syr.gov/Departments/DECSI>. Compliance training will be available at the start of the contract to all vendors assigned to the contract and then available again upon request. If you have questions about the City's Equity Goals or need support with the City's compliance requirements, systems, or forms, please contact the Division of Equity Compliance and Social Impact (DECSI) at [mwbe@syr.gov](mailto:mwbe@syr.gov) or call (315)448-8408.

### 3.1 Workforce Diversity

The workforce diversity goal applies to construction and professional service contracts over \$50,000. The City's goal is to be 30% diverse: the minority goal is 18% and the women goal is 12%.

To comply with this goal, vendors responding to this solicitation must:

- a) Complete and submit the Workforce Diversity form ('Required Forms' Section) with your proposal/bid response to note the current composition of your workforce.
- b) Describe your plan to achieve the City's workforce diversity goals, if not already employing a 30% diverse workforce.

Additionally, to comply with this goal, awarded vendors must:

- a) Upload certified payroll reports monthly through the City's workforce compliance system (LCPtracker)

### 3.2 Local Hiring

The local hiring goal applies to construction and non-professional service contracts valued at \$100,000 or more. The City's goal is for 20% of hours worked by contracted workforces to reside within the City of Syracuse. Small businesses that employ the equivalent of ten or fewer fulltime employees are exempt.

To comply with the Local Hiring goal, awarded vendors must:

- a) Upload certified payroll monthly through the City's workforce compliance system (LCPtracker), throughout the life of the contract.



### 3.3 M/WBE-SDVOB Subcontracting

The City's M/WBE-SDVOB Participation Program aims to increase spending with local minority owned businesses (MBEs) and women-owned businesses (WBEs) on construction and professional service contracts valued at \$50,000 or more, by requiring subcontracting 18% of the value of the contract with City-certified MBEs and 12% with City-certified WBEs. For construction and professional service contracts valued at \$500,000 or more, additional subcontracting is required with City-certified Service-Disabled Veteran-Owned Businesses (SDVOBs) at 5% of the total contract value. The City's Certified M/WBE-SDVOB Vendor Directory, can be found at: <https://www.syr.gov/Departments/DECSI>

To comply with this requirement, vendors responding to this solicitation must:

- a) Submit a draft subcontractor utilization plan on the form provided in ('Required Forms' Section).

To comply with the M/WBE-SDVOB subcontracting requirement throughout the life of their City contract, awarded vendors must:

- a) Submit a final subcontracting plan (or a waiver request with documented good faith efforts) prior to contract execution in the City's digital Diversity Compliance System (B2Gnow).
- b) Pay subcontractors in compliance with the City's Prompt Payment Policy.
- c) Submit monthly compliance reports on subcontractor participation and payment through the City's M/WBE-SDVOB compliance software (<https://syracuse.diversitycompliance.com>). (M/WBE and SDVOB subcontractors will be responsible for monthly verification of payments received from the prime vendor throughout the contract life.)

To receive a partial or full waiver of M/WBE-SDVOB subcontracting requirements, good faith efforts to comply must be documented and submitted. Examples may include, but are not limited to:

- a) Web capture(s) of the City's certified M/WBE-SDVOB directory, indicating a lack of local certified vendors that meet the contract's needs. Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the City of Syracuse Directory, and any responses received.
- b) Formal denial of services from relevant City-certified M/WBEs and/or SDVOBs.

If, due to market availability, you are unable to meet any of the City's Equity Goals, a waiver must be requested and approved by the City's Division of Equity Compliance and Social Impact, which requires documented attempt(s), which will serve as good faith efforts, to achieve the goal(s).

### 4. Instructions How to Submit

Please submit one (1) original (marked as "Original"), nine (9) copies (marked as "Copies"), and one (1) USB drive of the proposal prior to 2:30pm on Thursday, April 25th, 2024 to:

Office of Management & Budget, Division Purchase  
Division of Purchase  
Room 213 City Hall  
Syracuse, New York 13202

Attn: Mr. Timothy M. Rudd, Director Office of Management & Budget, Division of Purchase

Proposal packages must:

be sealed and clearly marked on the exterior showing the proposal name and reference number as listed in this solicitation.



clearly indicate the responsible proposer's status and be signed by an individual authorized to enter into and bind that proposer into a contractual agreement.

Please retain a copy of this complete document for your records. You will be forwarded notice of the awarded items only.



## 5. Required Disclosures and Signature

### 5.1 Financial Disclosure

The Common Council by Ordinance No. 514 adopted on September 24, 1973 requires the following information from all persons, partnerships, corporations, trusts and associations transacting business with the City of Syracuse relative to any proposed business transaction including but not limited to land purchase, construction, purchase and lease agreement.

#### **VENDORS**

Name \_\_\_\_\_  
Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

#### **PARTNERSHIPS**

Names of Each Partner \_\_\_\_\_  
Assumed Name \_\_\_\_\_  
Where Assumed Name Certificate Was Filed \_\_\_\_\_  
Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

#### **TRUST**

Name of Trust \_\_\_\_\_  
Principal of Trust \_\_\_\_\_  
Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

#### **ASSOCIATION**

Name of Association \_\_\_\_\_  
Name of Each Principal of Association \_\_\_\_\_  
Name and Address \_\_\_\_\_  
Address of Association \_\_\_\_\_ Telephone \_\_\_\_\_

#### **\*FOREIGN OR DOMESTIC CORPORATION**

Name of Corporation \_\_\_\_\_  
Foreign Corporation \_\_\_\_\_ Domestic Corporation \_\_\_\_\_  
Yes \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
If foreign, State of Incorporation \_\_\_\_\_

Business Address \_\_\_\_\_  
Officers of Corporation \_\_\_\_\_  
President \_\_\_\_\_  
Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_  
List Others, if any \_\_\_\_\_  
List of Directors \_\_\_\_\_  
Names and Addresses \_\_\_\_\_



Name of Stockholders in privately owned and operated corporation:

Name

Address

Number of Shares

---

Total Number of Shares issued by aforementioned corporation \_\_\_\_\_

The ordinance specifically provides that a corporation required to file reports with the Security Exchange Commission need not provide such information.



## 5.2 Non-Responsibility Determinations Disclosure

**Background:** Under New York State Finance Law § 139-k(2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163(9). In accordance with State Finance Law § 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by a Government Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Government Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law § 139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law § 139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

**Instructions:** The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.



5.3 Disclosure of Prior Non-Responsibility Determinations Form

Name of Individual or Entity Seeking to Enter into contract: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle):              No                              Yes

If yes, please answer the next questions:

- A. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

(Please circle):              No                              Yes

- B. Was the basis for the finding of non-responsibility due to the intention provision of false or incomplete information to a Governmental Entity?

(Please circle):              No                              Yes

If you answered yes to any of the above questions, please provide the details below.

- a. Governmental Entity
- b. Date of Finding of Non-Responsibility
- c. Basis of Finding of Non-Responsibility

2. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle):              No                              Yes

If yes, please provide details below.

- a. Governmental Entity
- b. Date of Termination or Withholding of Contract
- c. Basis of Termination or Withholding:

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law § 139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_





5.4 Signature Page #24-268

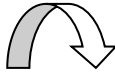
The undersigned hereby declares that he/she is the only person interested in this proposal, that the proposal is in all respects fair and without collusion or fraud, and that no member of the Common Council or other officer of the City of Syracuse, or any person in the employ of said City, is directly or indirectly interested in this quote, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned also declares he/she carefully examined the form of contract and specifications and the drawings therein referred to on file in the office of the Division of Purchase, and will provide all necessary machinery, tools, apparatus, and other means of construction and do all the work and furnish all the materials called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications, non-discrimination questionnaire and quote signature page set forth above, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures or affirmations set forth therein are true and accurate.

Entity Making Proposal\_\_\_\_\_

SIGN HERE



Signature of Authorized Agent\_\_\_\_\_

Entity's Address\_\_\_\_\_

Print Name and Title of Authorized Person

\_\_\_\_\_

Dated\_\_\_\_\_

Telephone Number\_\_\_\_\_

Fax Number\_\_\_\_\_

E-Mail Address\_\_\_\_\_



STATE OF NEW YORK       )  
COUNTY OF ONONDAGA) ss.:  
CITY OF SYRACUSE       )

On this            day of     , 2024 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with Patricia McBride and knows her to be the City Clerk of said City of Syracuse and that the signature of Patricia McBride was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

Notary Public

STATE OF NEW YORK        )  
COUNTY OF                ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say: that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ PC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public



## 6. Required Forms

### 6.1 Non-Collusive Certification

These prices 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 competitor,

Unless otherwise required by law, the prices which have been proposed have not been knowingly disclosed and shall not knowingly be disclosed prior to opening, directly, or indirectly, to any other competitor;

and

No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not to submit a quote for the purpose of restricting competition. I hereby affirm under the penalties of perjury that the foregoing statement is true. I also acknowledge notice that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

### 6.2 Non-Discrimination Questionnaire

Complete All Items:

Is Your Firm:

Yes

No

- a) Currently employing less than 25 persons, exclusive of the parents, spouse, or children of the employer?

\_\_\_\_\_

\_\_\_\_\_

- b) Quoting an amount which, added to the award amounts of other non-construction City of Syracuse contracts during this calendar year, totals less than \$10,000.00

\_\_\_\_\_

\_\_\_\_\_

During the performance of this contract, the contractor or vendor agrees:

- a) That he/she will not discriminate against employee or applicant for employment because of race, religion, age, color, sex, or national origin.
- b) That he/she will cooperate with the Human Rights Commission of Syracuse and Onondaga County in implementing the Fair Employment Program adopted pursuant to Ordinance #302, adopted by the Common Council on May 21, 1973, a copy of which is on file in the Office of the City Clerk.
- c) That he/she will provide to said Commission relevant information or reports required under said ordinance or administrative regulations adopted pursuant thereto.



## 6.3 Workforce Diversity Form

Division of Equity Compliance and Social Impact  
Office of Management and Budget  
Syracuse City Hall  
Suite 213  
315-448-8408

**Instructions:** Complete this form by recording the gender and ethnicity of all employees associated with this specific contract. Employee job categories are listed in the left column. For each category, in the corresponding row, record the total number of employees, as well as the gender and ethnicity of those employees.

COMPANY NAME

TELEPHONE

ADDRESS (NUMBER & STREET)

CITY

STATE

ZIP CODE

JOB CATEGORIES	TOTAL	ALL		ALL		EMPLOYEE GENDER/ ETHNICITY																			
		MALE	FEMALE	NOT MINORITY	MINORITY	MALE						FEMALE													
						WHITE	AFRICAN AMERICAN	LATINO	NATIVE AMERICAN	ASIAN OR PAC. ISLANDER	MULTI RACIAL	WHITE	AFRICAN AMERICAN	LATINO	NATIVE AMERICAN	ASIAN OR PAC. ISLANDER	MULTI RACIAL								
Officials & Mgrs.																									
Professionals																									
Technicians																									
Sales Workers																									
Office & Clerical																									
Craftsman Skilled																									
Operatives Semi-Skilled																									
Laborer Un-skilled																									
Service Worker																									
TOTALS																									
PERCENT																									



## 6.4 M/WBE Subcontracting Draft Plan

### City of Syracuse M/WBE Participation Plan

Project Address: \_\_\_\_\_ Agency: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_ MBE Goal: \_\_\_\_\_ WBE Goal: \_\_\_\_\_

#### Prime Contractor Information

Name of Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Other: \_\_\_\_\_

List below the names of all proposed Minority/Women Business Enterprises that are Certified by the City of Syracuse and the amount of money they will receive.

Name: \_\_\_\_\_ Amount: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ MBE ☐ WBE ☐

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ MBE ☐ WBE ☐

**\*Note: This Plan must be approved by the City of Syracuse prior to execution of the contract.**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature(s) of General/Prime Contractor or Designee

For Official Use Only

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**\*For DECSI Monitoring Purposes Only**

**Return To: Rebecca Lumpkin, DECSI Assistant Director, Office of Budget and Management City Hall, 233 E  
Washington Street, Room 213, Syracuse, N.Y. 13202  
Phone: 448-8408**



### 6.3 Signature

The undersigned hereby declares that he/she is the only person interested in this quote, that the quote is in all respects fair and without collusion or fraud, and that no member of the Common Council or other officer of the City of Syracuse, or any person in the employ of said City, is directly or indirectly interested in this quote, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned hereby declares that he/she carefully examined the form of contract and specifications and will do all the work and furnish all the materials called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications, non-discrimination questionnaire and quote signature page set forth above, agrees to abide by the requirements therein and affirms under the penalty of perjury that all statements, figures or affirmations set forth therein are true and accurate.

---

Entity Making Quote

## **Sign Below**

---

Signature of Authorized Agent

---

Dated

---

Entity's Address

---

Phone Number

---

---

Fax Number

---

Print Name and Title of Authorized Person

---

E-Mail Address

### 7. General Terms and Conditions

The City of Syracuse reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.



#### 7.1 Award & Contract

The City of Syracuse reserves the right to award one or more contracts if it deems to be in the best interest of the City. The City of Syracuse reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason. Execution of the contract is subject to the approval of the Mayor and the Syracuse Common Council. The final contract is subject to the approval of the Corporation Counsel.

#### 7.2 Budgetary Funding

It is understood by and between the parties hereto that the contract awarded after this RFP shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this contract and no liability on account thereof shall be incurred by the City beyond monies appropriated and available for the purpose thereof.

#### 7.3 Termination

The City of Syracuse reserves the right to terminate the contract awarded pursuant to this RFP, or any part of said contract, within thirty (30) days written notice of the City of Syracuse's intent to do so by the Director of Management and Budget to the contractor.

#### 7.4 Exceptions

Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

#### 7.5 Note to Proposers

Please be advised that any exceptions to these specifications may cause for your proposal to be disqualified.

#### 7.6 Confidentiality

To protect the confidentiality of the information contained in this RFP, you will agree not to disclose any information to any parties inside your organization, other than those with a need to know. You are prohibited from disclosing any information contained in this RFP to any parties outside of your organization without the express, written authorization of the City of Syracuse.

#### 7.7 Unbalanced Proposals

The City of Syracuse, through the Director of the Office of Management and Budget, Division of Purchase, reserves the right to reject any and all proposals not deemed in the best interest of the City and to reject as informal such proposals, as in the Director's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced proposals.

By an unbalanced proposal, it is meant one in which the amount proposed for one or more separate items is substantially out of line with the current market price.



## 7.8 Insurance

- a) No contractor shall commence work under this contract until he has obtained all the insurance required hereinafter, issued by a company duly authorized to do business in the State of New York and which has a Best's rating and financial size of at least B+, X and such insurance has been approved by the Owner. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of each contractor. CLAIMS MADE INSURANCE SHALL NOT BE ACCEPTABLE.
- b) Worker's Compensation and Other Mandated Insurance. Each contractor shall take out and maintain during the life of this contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract, and in case any such work is sublet, the contractor shall require the subcontractor to provide all similar insurance.
- c) Bodily Injury and Property Damage Liability Insurance. Each contractor shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance policy for Bodily Injury, including Accidental Death, and Property Damage, as shall protect him and any subcontractor performing work covered by this contract from claims for damages which may arise from operations under this contract, whether such operations be by himself, or by any subcontractor or by anyone directly or indirectly employed by either of them. The hazards insured against shall be as check below:

<input checked="" type="checkbox"/>	Premises-Operations
<input checked="" type="checkbox"/>	Explosions & Collapse
<input checked="" type="checkbox"/>	Underground
<input checked="" type="checkbox"/>	Products/Completed Operations
<input checked="" type="checkbox"/>	CONTRACTUAL LIABILITY COVERAGE
<input checked="" type="checkbox"/>	Board Form Property Damage
<input checked="" type="checkbox"/>	Independent Contractors
<input checked="" type="checkbox"/>	Personal Injury
<input checked="" type="checkbox"/>	Automobile Liability, Including Owned, Hired and Non-Owned Automobiles

The policy limits shall be in an amount not less than One Million dollars single-limit bodily injury, including wrongful death, and property damage.

The City of Syracuse shall be named as additional insured on the certificate of insurance.

In addition to being named on the Certificate of Insurance, the City requires you to submit the Declarations page(s) or Endorsement Page(s) from your General Liability Insurance policy showing the endorsement that the City of Syracuse is indeed an additional insured.

Insurance Certificates and Policies. The certificate of Contractor's General Liability Insurance is to be filed with the City of Syracuse through the Office of Management and Budget. This certificate of insurance shall contain the following endorsement:





"IT IS UNDERSTOOD THAT THE \_\_\_\_\_ INSURANCE COMPANY WILL NOTIFY THE DIRECTOR OF MANAGEMENT AND BUDGET OF THE CITY OF SYRACUSE, NEW YORK, 213 CITY HALL, SYRACUSE, NEW YORK AND THE CORPORATION COUNSEL BY REGISTERED MAIL TWENTY (20) DAYS PRIOR TO ANY CANCELLATION OF THE POLICY".

#### 7.9 Professional Liability, Errors & Omissions Insurance

The Consultant shall secure, at its expense, a professional liability insurance policy with contractual liability coverage. The professional liability insurance policy shall include coverage for errors and omissions resulting from services performed for the City of Syracuse. The insurance shall be in the minimum amount of \$2,000,000.00 per claim and \$2,000,000.00 as the aggregate limit of liability.

If coverage is provided on a "Claims-Made" basis and a retroactive date is used, the retroactive date must precede the commencement of work for the City of Syracuse. Coverage shall remain in effect for two (2) years following the completion of work. Failure to continue coverage during the contract period may be cause for cancellation.

The policy shall be in effect from the date on which services commence until final acceptance by the City of all work on the project and for a period of three years thereafter with the limits noted above.

#### 7.10 Audits

Subject to Contractor's reasonable security and confidentiality procedures, the City, or any third party retained by the City to audit or provide financial reporting to the City, may at any time, upon prior reasonable notice to Contractor, during normal business hours, audit the books, records and accounts of Contractor to the extent that such books, records and accounts pertain to the services hereunder. Contractor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The City's rights pursuant to this provision hereto shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

#### 7.11 Tax Exempt Status

The City of Syracuse is exempt from the payment of Federal and State taxes for tangible personal property. The successful consultant will not be exempt from paying sales tax to suppliers of materials which are used in the fulfillment of the consultant's contractual obligations with the City, nor will the successful consultant be authorized to use the City's tax-exempt certificate in securing such materials.

#### 7.12 Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officer Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposal's competitive position or constitute a trade secret. Consultants who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law, must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page: "THE CONSULTANT BELIEVES



THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.” The City of Syracuse assumes no liability for disclosure of information so identified, provided that the City has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

#### 7.13 Acceptance Period

All proposal information may be considered proprietary during the evaluation period. After award of the contract(s), all information will be considered public and will be made available for inspection by appointment and/or via the Freedom of Information Law (FOIL) process.

#### 7.14 City’s Standard Professional Services Agreement

After the Mayor and Common Council of the City of Syracuse have approved the selected consultant, an agreement will be drafted which contains the terms of the Consultant’s Agreement (SAMPLE AGREEMENT attached hereto as Attachment “A” and incorporates the agreed upon final scope of services, fees and payment requirements. The selected Consultant is expected to enter into the Agreement as provided. As a general rule, changes proposed by the Consultant are not accepted and if the Consultant has any objections to the contract language, they should be stated as part of and at the time of their response to the RFP, so that the RFP Committee can take any contract issues into account during the deliberation process. Note that unless specifically modified in the Agreement, the Agreement fully incorporates relevant information provided in this Request for Proposals and its Addenda, and in the selected firm’s submitted Proposal.

Note: The Corporation Counsel for the City reserves the right to make changes at the time the contract is awarded and being drafted for the actual project. All final language is subject to the approval of the Corporation Counsel.

