



Onondaga County
Executive Department

Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

www.ongov.net

Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

Date: October 4, 2022

Subject: Request for Proposal RFP #22-0500-005
Facilities Management: Aquarium Architectural and Engineering Design Services

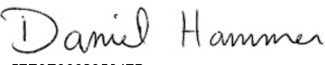
Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide A/E Design Services for the Onondaga County Department of Facilities Management. 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.

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

Sincerely,

DocuSigned by:

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Daniel Hammer
Purchasing Director

Attachments: <https://tinyurl.com/AquariumA-EServices>

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:	10/04/22	Proposal Submission Deadline:	11/10/22
Final Date for Submission of Questions:	10/14/22	Expected Award Date:	11/23/22
Addendum Answering all Questions Issued by County	10/19/22	Expected Contract Start Date:	01/03/22

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, 13th Floor, Syracuse, New York, no later than 3:00 p.m., November 10, 2022. Note: Packages not containing the required number of copies will be rejected.
 - 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
 - 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
 - 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
 - 1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

1.5. Award and Contract Information

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

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

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

- 1.5.2. The Vendor also agrees that should this firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.
- 1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.



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J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Aquarium Architectural and Engineering Design Services
NUMBER: #22-0500-005

CLOSING DATE AND TIME: November 10, 2022, 3:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

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

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

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

Name and Address of Record: _____

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Email Address _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

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

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

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

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

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

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Aquarium Architectural and Engineering Design Services

NUMBER: #22-0500-005

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 Aquarium A/E Design Services, #22-0500-005. 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 may follow the guidelines below, but other formats are permitted as long as they are organized, and information can be easily found.

3.2.1. Proposals shall 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.

3.2.2. Cover Page:

3.2.2.1. Full proposal name and number.

3.2.2.2. Submission date and time.

3.2.2.3. Prime Contractor name (Onondaga County/Vendor who is responsible).

3.2.3. Table of Contents:

3.2.3.1. All items listed in Proposal Format in the sequence listed.

3.2.4. Executive Summary:

3.2.4.1. Summarize understanding of the scope of the RFP (project).

3.2.4.2. Explain how your solution or approach addresses the requirements provided in this RFP.

3.2.4.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.

3.2.4.4. State exceptions and omissions to stated requirements.

3.2.4.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.

3.2.4.6. 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.

3.2.5. 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.

3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

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

4. QUESTIONS

- 4.1. During the period between the earliest notice of the RFP to vendors and the contract award, no county employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.
- 4.2. All questions regarding the RFP must be submitted via email to RFP@ongov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

5. REIMBURSEMENT/GIFTS

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

6. GENERAL PROVISIONS

- 6.1. 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 three (3) year(s) with two (2) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 6.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.
- 6.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 6.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 6.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The county will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.
- 6.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 6.19 Funding Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.
- 6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.
- 6.21 Preparation of Proposal
- 6.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

6.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6.21.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

7. SCOPE OF SERVICE

7.1. Overview

Onondaga County Department of Facilities Management is requesting proposals for Architectural and Engineering services to design a new Aquarium Facility at the Inner Harbor in Syracuse NY.

Onondaga County has completed feasibility and market studies that strongly support the demographic and economic stability of such a facility. The study was performed by ConsultEcon and is in the Dropbox for informational purposes. It is suggested that this aquarium be an 80,000 square foot facility with 600,000 gallons of water. Preliminary geotechnical studies were done on this site for a separate proposed development and are also included in the Dropbox for informational purposes only. This site was selected based on its proximity to Onondaga Lake and to showcase the lake cleanup and other water and recreational activities. This facility is expected to combine both freshwater and saltwater exhibits, with exterior water features and interactive spaces and be AZA accredited.

Onondaga County is seeking a firm that is recognized and experienced in delivering the successful design of Aquarium facilities to completion. The proposing firm should be familiar with current technologies and concepts with aquatic exhibit life support systems (LSS). It is expected that during conceptual and schematic design phases the selected firm will engage the venue operator contracted by Onondaga County for recommendations regarding operational efficiencies, patron experience, graphics, concessions, and interactive media. Our Zoo Director will assist in species selections and exhibit concepts. Onondaga County is the Authority Having Jurisdiction (AHJ) on matters relating to Code Compliance.

The contract and funding will be between the selected firm and Onondaga County. Onondaga County is the Owner. The selected firm will report to the County's designated Project Manager.

Onondaga County will engage the services of Construction Management for this project.

The proposal must include a lump sum and include all consultants, vendors, mileage, room, board and travel costs.

It is expected that the Aquarium will include:

- Lobby and general public spaces
- Large tank experiences
- Walkthrough tunnel experiences
- Themed viewing spaces
- Touch tanks
- Focused exhibits and jewel tanks
- Interactive play areas
- Local species exhibits
- Demonstration areas and artistic presentations
- Conservation exhibits

- Possible amphibious, reptile, avian and mammal exhibits
- The building shall have appealing architectural significance
- The building design shall incorporate the adjoining inner harbor shoreline
- Event area for gatherings that would have viewing experiences of the premier exhibit
- Possibility of virtual exhibits
- Educational and Research space
- Design shall incorporate the exterior outside features, including adjoining inner harbor and shoreline, orientation of exterior walking paths, entrances, etc.

Scope of Services- Statement of Work

The scope of services required in the lump sum proposal will include but not be limited to the following:

7.2 Design Phase

- The selected firm will be responsible for designing the project complete for public works bidding and compliant with the NYS WICKS Law. The selected firm shall:
 - a. Provide all consultant services required for the complete design in their lump sum proposal.
 - b. Provide all geotechnical studies and investigations required for a complete design.
 - c. Provide all soils testing required to determine possible contaminations.
 - d. Provide all soils remediation design.
 - e. Provide all structural design.
 - f. Provide all civil engineering and design.
 - g. Provide all landscape design.
 - h. Provide all architectural design.
 - i. Provide all electrical engineering and design. Electrical engineering and design shall include all power distribution, load sizing and calculations, emergency backup power, fire detection, access control, security, data, sound and public address, lighting, controls, alarms and all connections to equipment and systems including low voltage.
 - j. Provide all plumbing engineering and design including fire suppression.
 - k. Provide all mechanical engineering and design.
 - l. Provide all exhibit life support system engineering and design.
 - m. Provide all graphics and multimedia displays and designs.
 - n. Provide all exhibit design.
- The selected firm shall meet with the Owner's representative with a frequency that promotes continued, effective progress to design completion.
- The selected firm shall provide probable construction cost estimates at schematic design and 50% design phase.
- The selected firm shall provide value engineering efforts, working with the Owner and Owner's representative for budget control of final design.
- The selected firm shall incorporate strategies to package the construction plans and specifications to allow the Prime contractors the best opportunity to subcontract portions of the work to Minority and Women owned businesses.
- The selected firm shall provide a concise list of all required 3rd party inspections and testing required for the project.
- The selected firm shall perform a Codes review at 90% and make any design modifications required by the AHJ.

- Onondaga County will provide the examples of the public bid advertisement, front end documents, contracts and other requirements for the packaging of the construction bid advertisements.
- The selected firm will deliver a presentation with rendering to the project team at or about the end of the conceptual phase.
- A SEQR review will be running concurrently and coordination and regular communication with County departments and/or any County SEQR consultants is required.
 - As part of the pricing proposal, please provide optional, alternate pricing for your firm to conduct the SEQR.
- The selected firm will obtain all necessary permitting as required by Local, State, and Federal governments and determine any additional permitting requirements
- Several attachments have been included in a Dropbox. All documents are for convenience purposes only. Documents include but are not limited to:
 - Surveys
 - Geotechnical Reports
 - Economic Feasibility Analysis
 - City of Syracuse Local Law from 09.17.2016
 - Please specifically note the language in Section 5.4 regarding Non-Residential Structures.
 - Prior SEQR and Environmental Information
 - Utility Information
 - A variety of other historical documents
- Flood Plan
 - As the plans develop, the awarded vendor shall meet with New York State Division of Environmental Permits (DEP) for a Preapplication Meeting as soon as practical to review plans that might be unique to this site and related to aquariums, such as:
 - The proposed site is located partially in the flood way and the flood way fringe;
 - The City code officer/engineering department will need to know about their need to issue a floodplain permit;
 - The site may have been manipulated and may have been part of the brownfield cleanup lands receiving fill and the specifics are something to understand prior to breaking ground;
 - Determine if there will be any disturbances below Mean High Water, as that can trigger additional permitting (excavation or fill in navigable waters);
 - Also note that if proposed, fish tanks underground (subgrade) are not allowed for new or substantially improved buildings.

7.3 Bid Phase

- The selected firm shall answer addenda questions during the bidding process.
- The selected firm shall assist in qualifying the bids when received.

7.4 Construction Administration Phase

The selected firm shall:

- a. Review and respond to Contractor RFIs.
- b. Review and respond to submittals.
- c. Perform Change Order review and response.
- d. Attend bi-weekly project meetings.

- e. Attend periodic Principle's meetings.
- f. Review contractor payment applications.
- g. Administer articles of the contract relative to the construction activities.
- h. Perform selective quality control inspections for conformity to the design intent. Including inspections of installed mechanical, electrical and plumbing installations prior to concealment.
- i. Create the punch list and accept or deny contractors efforts to the intent of design.
- j. Issue the letters of substantial completion.
- k. Assist the CM/OSR in determining the completeness of contractor close out documents.
- l. Perform all energy code required systems Commissioning.
- m. Produce digital record as-built drawings for distribution at closeout from contractor produced as-built drawings.
- n. Modify and produce drawings and specifications correcting errors or omissions.

7.5 Supplemental Requirements

- a. The proposing firm shall demonstrate their experience and success with aquarium design or their alignment with a prime consultant of that experience.
- b. The proposing firm shall demonstrate their consultant's committed scopes in relation to the complete design. It is suggested that they provide statements of commitments from consultants.
- c. The proposing firm shall demonstrate their plan for diversity and inclusion in their proposed design team.
- d. The proposing firm shall demonstrate their ability to deliver a design professional to the site when an urgent situation occurs.
- e. The proposing firm shall demonstrate their ability in cost control of similar projects.
- f. The proposing firm shall provide a concept project schedule.
- g. The proposing firm shall provide a lump sum payment proposal which will include all subcontractor and consultant fees.

7.6 Exceptions or Exclusions

- a. Exceptions or exclusions to this Statement of Work must be clearly documented in the proposal and may be reviewed negatively in the review for award.

7.7 References

- a. Three (3) references should be submitted for the Respondent with specific contact information for each reference. References should evidence the ability and capacity of the Respondent to be successful in its proposed project for the property.

7.8 Additional Insurance

- b. In addition to the Insurance requirements listed in Section 6, please also note the following requirement:
 - **Professional Liability** (Errors and Omissions) Insurance with limit no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. If the policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of five (5) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy.

7.9 Cost Proposal

- a. The proposing firm may offer alternate cost of additional services not identified in this Statement of Work, such as designing in BIM technology.
- b. Provide separate pricing for SEQR consulting services to develop the SEQR.

8. EVALUATION METHODOLOGY

8.1. Onondaga County reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, with primary consideration afforded to cost, experience, and ability to perform the work. Secondary consideration will be afforded to those factors identified within Sections 1, 2, and Section 7 of the RFP, including implementation, references, quality standards, environmental initiatives, and utilization of disadvantaged workers and business owners.

8.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements

Experience

Future Contract Costs and Risks

Company Statistics

Responsiveness to the items in Section 7, Scope of Work

References

Price

Oral Presentations (upon request)

Credibility of Vendor

Minority and Women's Business Enterprises Compliance

Sustainability Solutions and Practices