

REQUEST FOR PROPOSALS

NYS Department of State Contract Number: C1002307



Development of a
Local Waterfront Redevelopment Plan for
Town of Castile
Town of Perry
Village of Perry

Issue Date: October 20, 2023

Response Due Date: December 22, 2023

Issued by:
Wyoming County Water Resource Agency
36 Center Street, Suite C
Warsaw, NY 14569

Section 1 - Introduction and Instructions

Introduction

The Wyoming County Water Resource Agency is soliciting proposals on behalf of the Town of Castile, the Town of Perry, and the Village of Perry for a qualified vendor able to develop a Local Waterfront Revitalization Program (LWRP).

The selected vendor will work with each municipality to delineate the waterfront revitalization area (WRA) within each municipal boundary, assess existing natural and cultural resources, learn from the public what is confronting each municipality and the region, examine the current local laws and regulations and assist communities in drafting any new and amended local laws necessary to support the implementation of land and water uses and projects that will be identified to be implemented in each WRA.

Each LWRP will describe in detail the boundary of the WRA that it covers, current condition, issues, and opportunities within the WRA, LWRP policies, proposed land and water uses and proposed projects, local laws needed to implement the LWRP, the local management structure that will oversee the implementation of the LWRP, and the municipal efforts to coordinate the development, review, and approval of the each LWRP with neighboring communities, regional and State agencies, and current and future partners. Each LWRP will identify potential projects and actions that articulate each community's vision for the WRA and a list of State agencies that will impact the implementation of the LWRP through their permits and funding, and State agencies that manage currently approved State programs that may be impacted by each of the approved LWRPs.

The goals of each LWRP will be to protect water quality, protect wildlife and aquatic habitats and vulnerable species, preserve scenic resources and open space, improve public access to water and recreational opportunities, improve public infrastructure, and promote tourism and adequate economic development. The LWRP will guide work on land, water, and the transition zones.

The public outreach process that will provide the necessary feedback for the drafting of each LWRP will have to be coordinated and conducted in a manner that works with each of these three municipalities. The planning process, which will be conducted consistent with the current State laws and regulations governing the development of an LWRP, will also integrate smart growth principles and address the seven AARP livable community critical categories: housing, neighborhood, transportation, environment, health, engagement and opportunity.

Purpose/Objective of the RFP

This Request for Proposal (RFP) is issued by the Wyoming County Water Resource Agency, (hereinafter referred to as the "County"). The purpose of this RFP is to select and establish a contract with an experienced vendor with a background in land and water use planning, to develop three Local Waterfront Revitalization Programs along Silver Lake and the Silver Lake Outlet and be able to conduct the LWRP development process in a manner that will satisfy the contractual requirements of the grant funding this project, including the MWBE goal.

This Request for Proposal (RFP) is issued by the Wyoming County Water Resource Agency, (hereinafter referred to as the "County"). The purpose of this RFP is to select and establish a contract with a vendor with experience and background in land and water use planning and with a proposal that demonstrated the ability to develop a Local Waterfront Revitalization Program (LWRP) and satisfy the contractual requirements of the grant funding this project. This grant is a collaborative effort of the Town of Castile, the Town of Perry, and the Village of Perry to formulate an LWRP for the entirety of Silver Lake and the Silver Lake Outlet.

Services

The County requires a consulting firm or combination thereof with expertise in the fields of planning, engineering, environmental assessment, parks and open spaces, public engagement, and economic development.

Budget

The total cost available for this contract is fixed based on grant funding provided by the New York Department of State. *The proposed budget is not to exceed \$148,750, for the development of three complete LWRPs ready for local adoption and Secretary of State approval.*

Site Visit

Any vendor wishing to visit the project site before submitting a proposal may make arrangements to do so by contacting James Bragg, Senior Planner at (585) 786-5135 or via e-mail at jbragg@wyomingco.net.

Project Organization

The County will establish a Waterfront Advisory Committee (WAC) that will support the vendor in the development of the LWRPs by providing required and relevant information, reviewing in a timely manner any materials drafted and shared by the vendor and providing revisions and comments, and by assisting the vendor in the coordination of the public outreach process, during the entire lifetime of this project. WAC membership will represent identified community stakeholders and representatives of non-governmental, community-based, and watershed organizations. Throughout the planning process, the vendor and the WAC will work closely with the County and the New York Department of State and other State agencies with jurisdiction within the WRAs.

Contact Person(s), Address(es) and Telephone Number(s):

James Bragg
Senior Planner
Wyoming County
36 Center Street, Suite C
Warsaw, NY 14569
Phone: (585) 786-5135
jbragg@wyomingco.net

Steve Perkins
Administrator
Wyoming County Water Resource Agency
5362A Mungers Mill Road
Silver Springs, NY 14550
Phone: (585) 786-8857
sperkins@wyomingco.net

Submission Deadline

Each proposal shall include a narrative description of the vendor's approach to the required tasks included below, including project management and means to achieve the MWBE goal detailed below. The response must specifically address the approach for public engagement, the planning process, and your strategy for the development of each LWRP within 40 months. Proposals shall also outline resources available to fulfill the proposal requirements and demonstrate the ability to complete the scope of work in a timely and safe manner.

Seven copies of the proposal, accompanied by a cover letter signed by an authorized officer or an electronic copy of these documents, must be submitted by 3 PM on Friday, December 22, 2023, to:

James Bragg
Senior Planner
Wyoming County
36 Center Street, Suite C
Warsaw, NY 14569
jbragg@wyomingco.net

Submittals received after the submission deadline will not be considered. The following conditions apply to this RFP:

- The County reserves the right to reject any submittals;
- Proposals are the property of the County and will not be returned, and;
- Any expenses associated with the preparation of the proposal are the responsibility of the respondents and will not be reimbursed by the County.

Proposals received after the date and time designated will not be considered.

If the proposal will be submitted via US Mail, the envelope containing the proposal must be sealed and clearly marked with the proposal number, company name, and address. Failure to do so may necessitate the premature opening of the proposal which may compromise its confidentiality.

Tentative Project Schedule

Request for Proposal Issued:	October 20, 2023
RFP Deadline	December 22, 2023 at 3 PM
Vendor Selection	January 2024
Project Initiation Meeting	March 2024
Draft LWRP	June 2026
LWRP Adopted	October 2027
Grant End Date	July 31, 2028

Award of Contract

A contract, if awarded, will be executed with the respondent who proposes the most favorable proposal,

as determined by the selection committee, following the guidelines outlined in the RFP. If a respondent is selected, they will be notified within 30 days of the proposal's due date for submission. Respondent pricing shall be valid for 90 days from the date of proposal submittal. The selected respondent will be required to enter into an agreement with the County before the issuance of a Notice to Proceed.

Rights Reserved

The County reserves the right to reject any or all proposals, to waive technical deficiencies, and to accept any proposal that it might deem to be in the best interest of the County.

Cost of Developing the RFP

All costs related to the preparation of the RFP and any related activities are the sole responsibility of the vendor. The County assumes no liability for any costs incurred by vendors throughout the selection process.

Section 2 - Scope of Work

Scope of Work

The vendor must comply with all terms and conditions of the County's contract with the New York Department of State for this project. The vendor will complete the tasks in the attached work plan. In addition to the listed public meetings, the vendor will coordinate and conduct periodic meetings with the WAC. The timeline of this project is limited by the New York Department of State contract for the EPF LWRP grant funding this project. The first version of the draft LWRP is expected to be completed within 18 months. The delivery of a revised and complete draft ready for the 60-day review by state and agencies is expected to happen by June 2026. The finalization of the LWRP amendment and associated local approval process is expected to be completed by October 2026. The vendor must integrate into the timeline included in the proposal the time necessary for DOS reviews of different versions of the LWRP sections and draft LWRP, the time needed for the DOS processing and posting of the draft LWRP for the 60-day review process, and the time necessary for DOS review and processing of comments received from state agencies during the 60-day review.

Project Components and LWRP Work Plan Tasks

A LWRP that is locally adopted and approved by the Secretary of State, guides the actions of municipal and state agencies. For this reason, the LWRP document should have adequate language and be clearly written with paragraphs that are written logically and organized by subject or topic and sub-topic within each LWRP section. The LWRP document will be thoroughly reviewed by the Department and circulated to neighboring municipalities and regional and state agencies before being finalized and approved. Draft sections of the LWRP should be submitted to the Department for review and comment.

The Vendor shall ensure the completion and submission of products associated with the following specific tasks from the contract between the New York Department of State and the County to prepare the Local Waterfront Revitalization Programs (LWRPs).

Task 1: Project Initiation Meeting

The vendor, the County, and any partners responsible for managing the project shall hold a project initiation meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring vendors, involvement by the municipal attorney, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements for public meetings and electronic products, the number of public meetings and other techniques for public involvement proposed for the project, and any other information that would assist in project completion.

In addition, the composition of a Waterfront Advisory Committee (WRC) shall be discussed during the project initiation meeting. The vendor, 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 before Department approval of the proposed approach as outlined in the meeting summary.

Products:

- Project initiation meeting held with appropriate parties.
- Written meeting summary outlining the agreements reached.

Task 5: Waterfront Advisory Committee Meetings

Hold the first meeting with the vendor(s) and Waterfront Advisory Committee to review project requirements, site conditions, roles and responsibilities; identify new information needs and next steps; and transfer any information to the vendor(s) which would assist in the completion of the project. Project partners at this meeting will review the LWRP preparation process, including compliance with SEQRA, and identify the SEQRA lead agency and involved agencies. The vendor(s) shall prepare and distribute a meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed before Department approval of the proposed approach as outlined in the meeting summary.

The Waterfront Advisory Committee (WAC) shall meet regularly throughout the project to guide project development and review the findings and documents. Following each meeting, the vendor(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by the committee, and action items.

Products:

- Waterfront Advisory Committee meetings.
- Project meetings are held with the appropriate parties.
- Written meeting summary outlining the lines of communication and project timeline, contact information, and all agreements or understandings reached during each meeting.

Task 6: Preparation of a Community Outreach Process and Plan

Prepare a method and process to encourage community participation in the development and implementation of the LWRP. The community outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings and other public engagement activities such as social media, workshops, charrettes, etc. All public meetings will be advertised in the community through press releases, announcements, individual mailings, digital media, municipal website postings, and any other appropriate means.

Meetings and public engagement shall be scheduled in a manner that maximizes attendance and participation from community members. Outreach efforts should encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities. Meetings and public engagement 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. Workshops shall be advertised with generous advance notice to garner maximum publicity, awareness, and participation. A summary of each public outreach session will be made available in written form and through other appropriate means, such as website or social media. The draft and final community outreach plan shall be submitted to the Department for review, comments, and approval.

Products:

- Draft and final versions of the community outreach plan.

Task 7: Define Waterfront Revitalization Boundary

Prepare a narrative description and map of the waterfront revitalization area which includes surface waters and underwater lands. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, watershed, and any other factors. Include references to the Inventory and Analysis section justifying the inclusion of particular land use areas in this section if beneficial for increased understanding. The narrative must accompany a boundary map showing the proposed waterfront area, including the Harbor Management Plan boundary. For the New York State Coastal Boundary and other data that may be useful for preparing the LWRP boundary see the Geographic Information Gateway at: <http://opdgig.dos.ny.gov/#/map>. See Department staff for additional tools and guidance to complete this section. Submit Section I to

the Department for review, comment, and approval. Comments from the Department must be addressed in subsequent drafts of Section I.

Products:

- Draft Section I - Waterfront Revitalization Area Boundary, including narrative and map(s).
- Comments from the Department must be addressed in all drafts of Section I.

Task 8: Draft Section II - Inventory and Analysis

A. For each of the three LWRPs, prepare Draft Section II that describes, maps, and illustrates a thorough inventory of existing upland, waterside, and underwater land uses and resources; and an analysis of conditions, issues, opportunities, and constraints to economic development and natural and cultural resource protection within the proposed waterfront revitalization area (WRA). This section will also provide an assessment of the vulnerable resources and potential risks associated with extreme precipitation, flooding, stormwater runoff and shoreline erosion, drought and heat island effect, and potential impacts of projected climate change. The inventory and analysis must be broad enough to ensure consideration of the important problems and opportunities related to the natural and cultural resources within the proposed WRA, including the relationship between water-dependent uses within the harbor management area (HMA) that have the potential for conflict, congestion, and competition, and be detailed enough to support the development of a specific and realistic LWRP. Overarching topics to be addressed in Section II - Inventory and Analysis, commensurate with the local conditions, include but are not limited to:

- Community Profile (focused on the WRA)
- Existing Land and Water Uses and Public Access
- Harbor Management Area Inventory
- Existing Authorities of Federal, State, Regional, and Local Agencies that have jurisdiction in the Waterfront Revitalization Area
- Historic and Cultural Resources
- Natural Resources
- Flooding and Erosion (Risk and Resiliency)
- Summary of existing Plans, Projects, and Initiatives that affect the waterfront area such as the municipal comprehensive plan, All-Hazard Mitigation Plans, watershed management plans, downtown revitalization plans, and community resiliency plans.

A detailed Inventory and Analysis Checklist is available from the Department to assist in the development of Section II.

After the WAC reviews draft Section II, submit Draft Section II to the Department for review and comment. Comments from the Department must be addressed in the first version of the complete Draft LWRP submitted to the Department.

Electronic data for all Geographic Information System (GIS) based mapping products must

be submitted to the Department in either ArcGIS format or a similar product acceptable to the Department.

B. Provide existing local land use laws/ regulations/ordinances that will implement the LWRP. See the LWRP Preparation Guidance on local laws for additional information.

Products:

- Draft Section II - Inventory and Analysis in Word format.
- Data/shapefiles used to develop required maps, of each LWRP
- Existing local land use laws/regulations/ordinances related to LWRP implementation.

Task 9: First Public Information Meeting

Following completion of Draft Section I - Waterfront Revitalization Area Boundary and Draft Section II - Inventory and Analysis of each LWRP, conduct a public information meeting to inform the public about the extent of each of the proposed WRAs and the findings of the inventory and analysis of the existing conditions within each WRA, discuss the key local conditions illustrated on the draft maps and described in the narrative, and solicit public input on Draft Section I and Draft Section II of each LWRP.

Products:

- First public meeting held. Meeting announcement, agenda, presentation, handouts, sign-in sheets, and minutes.

Task 10: Draft Section III - Local Waterfront Revitalization Program Policies

For each of the LWRPs, prepare Draft Section III. The vendor will receive a template of the State policies from DOS staff, which includes policy statements and explanations. The municipality may add information to the policy explanations, however, any additional guidelines inserted in a policy explanation should be supported by municipal laws or the principles or guidelines recommended in regional/statewide plans, be consistent with each and all state policies, and be supported to provide information in Section II: Inventory and Analysis. A policy explanation may also reference specific and applicable geographic or topical information to inform the review of the proposed action for consistency with the approved LWRP policies. Additional guidance may be requested from the Department.

After the WAC reviews Draft Section III, submit Draft Section III to the Department for review and comment. Comments from the Department must be addressed in the first version of the complete Draft LWRP submitted to the Department.

Products:

- Draft Section III - Local Waterfront Revitalization Policies in Word format, for each LWRP.

Task 11: Draft Section IV - Proposed Land and Water Uses and Proposed Projects

For each of the three LWRPs, prepare Draft Section IV which describes and maps the proposed land and water uses within the WRA and proposed projects necessary to implement the LWRP. Proposed land and water uses and proposed projects should reflect the findings of Section II: Inventory & Analysis and be consistent with and supported by the policies included in Section III. The Department recommends the use of the following resources for the completion of the proposed projects portion of this section:

- Project Profile Template – see Appendix 8 of *Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs* available at: https://dos.ny.gov/system/files/documents/2021/09/lwrp-preparationguidance_final_9_1_21.pdf.

Additional guidance may be requested from the Department.

After the WAC reviews Draft Section IV, submit Draft Section IV to the Department for review and comments. Comments from the Department must be addressed in the first version of the complete Draft LWRP submitted to the Department.

Products:

- Draft Section IV - Proposed Land and Water Uses and Proposed Projects in Word format, of each LWRP.
- Maps and associated data of the proposed land uses, water uses, and proposed zoning (if applicable), in PDF format.

Task 12: Draft Section V - Techniques for Local Implementation of the Program

For each of the three LWRPs, prepare Draft Section V which discusses existing local laws and regulations; any new or amended laws or regulations necessary to both improve community resilience and implement the policies, strategies, proposed uses, and projects outlined in the LWRP; other actions necessary to implement the LWRP; and a local management structure for the LWRP. Relevant local land use controls may include the zoning code, subdivision review, site plan review, design standards, historic preservation, farmland protection, stormwater management, water quality improvement and flood damage prevention.

A. Local Laws and Regulations Examination - identify and review the local land and water use laws/regulations/ordinances that implement the LWRP policies in Section III and the land and water uses proposed in Section IV and prepare a table or matrix listing the LWRP policies and the corresponding local laws that will implement each policy to legally uphold the LWRP.

B. Draft the LWRP Consistency Review Law for each participating municipality. A template of this law will be provided by the Department of State.

C. If applicable, draft new and amended local laws and regulations necessary to implement the LWRP. Full drafts of new or amended laws and regulations, including a draft local consistency review law, should be submitted to the Department of State for review and attached as appendices to the Draft LWRP. Local laws, regulations, standards, and procedures essential to the implementation of the policies and purposes of the LWRP must be effective (locally adopted and filed with the Department of State) at the time of approval of the LWRP by the Secretary of State.

D. Describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging, or maintaining major navigation channels and basins, constructing and maintaining breakwaters, funding certain studies, or providing technical assistance.

E. Describe the municipal management structure assigned to review municipal actions and projects proposed within the WRA for consistency with the approved LWRP. Also, describe the financial resources required to implement the approved LWRP. Implementation of the LWRP will be a continuing responsibility of the municipality. In preparing its LWRP, the municipality needs to consider the costs of implementing the program and whether the funds needed are, or can be reasonably expected, to be available. Guidelines for notification and review of state agency actions where LWRPs are in effect will also be included in this section. The Department will provide a template for the guidelines.

After the WAC reviews Draft Section V, submit Draft Section V to the Department for review and comment. Comments from the Department must be addressed in the first version of the complete Draft LWRP submitted to the Department.

Products:

- Draft Section V - Techniques for Local Implementation of the Program in Word format, of each LWRP.
- Drafts of new and/or amended local laws, and table of LWRP policies and corresponding local laws necessary to implement each LWRP policy in Word format.
- Comments from the Department must be addressed in Draft Section V and the appendices of the LWRP that include draft local laws.

Task 13: Second Public Information Meeting

Conduct a public information meeting to inform the public about the land and water uses and projects proposed within each of the proposed WRAs and municipal laws necessary to implement each LWRP, and to solicit public input.

Products:

- Second public information meeting held. Drafted meeting announcement, agenda, presentation, handouts, sign-in sheets, and minutes or meeting summaries.

Task 16: Draft Appendices

For each of the three LWRPs, prepare Draft Appendices, as necessary. Appendix A of the LWRP shall include the draft of the municipal LWRP Consistency Review Law. Other appendices may include but are not limited to:

- Other draft or existing local laws supporting the implementation of the LWRP, such as a local Harbor Management Law.
- Descriptions of significant coastal fish and wildlife habitats designated by the State and incorporated into the NYS Coastal Management Program
- Relevant excerpts of local/regional/state/federal planning documents, including relevant maps
- If not included in Section V, guidelines for the notification and review of state and federal agency action where LWRPs are in effect (the Department will provide the template)

The proposed content of the other appendices and their sequence shall be discussed with the Department.

After the WAC reviews each of the draft Appendices, submit Draft Appendices to the Department for review and comment. Comments from the Department must be addressed in the first version of the complete Draft LWRP submitted to the Department.

Products:

- Draft Appendices. Appendix A must be in Word format.

Task 17: Preliminary Draft LWRPs

For each of the three LWRPs, assemble draft sections and appendices incorporating comments provided by the Department into a first complete preliminary document. Each preliminary Draft LWRP must be submitted in Word format to allow comments by the Department. Each map included in the preliminary Draft LWRPs must also be submitted as an individual high-resolution PDF. Each PDF must be under 20MB. The GIS data/shapefile used to create the WRA boundary map must be submitted together with each of the preliminary Draft LWRPs.

After the WAC reviews the preliminary Draft LWRP, submit the preliminary Draft LWRP to the Department for review and comment. Comments from the Department must be addressed in the next version of the Draft LWRP submitted to the Department.

Products:

- Preliminary Draft LWRPs in Word format together with revised maps in PDF format.
- GIS data/shapefile used to develop the WRA boundary map, submitted to the Department in a format compatible with the Department's Geographic Information Gateway.

Task 19: Third Public Information Meeting

Following the completion of the Draft LWRP and in conjunction with the 60-day review and compliance with SEQRA, each municipality shall conduct a public meeting on the Draft LWRP.

Products:

- Third public meeting held. Meeting announcement, agenda, presentation, handouts, sign-in sheets, and minutes or meeting summary.

Task 20: 60-Day Review Draft LWRP

Following the completion of the SEQRA compliance process, the local government shall accept by resolution the version of the Draft LWRP that addresses the entirety of the comments provided by the Department. The resolution shall state that the local government found the LWRP to be complete and ready for submission to the Secretary of State for the initiation of the 60-day review by neighboring municipalities and regional and state agencies.

Upon receipt of the Draft LWRP in Word and PDF formats and documentation reflecting the conclusion of the SEQRA compliance process, the Department will conduct a final review of each Draft LWRP to confirm the LWRP completeness and readiness for online publication and the initiation of a 60-day review by regional and state agencies.

Products:

- Draft LWRPs in Word and PDF, including maps and appendices.
- Resolutions by each municipal legislative body accepting the Draft LWRP as complete and ready to be submitted to the Department for review and initiation of the 60-day review process.

Task 21: Final LWRP

After the 60-day review period of the Draft LWRP (and Draft Generic Environmental Impact Statement, if applicable), the Department shall meet with the Vendor and each of the participating municipalities to discuss all 60-day comments received to determine appropriate responses and revise the LWRP document as necessary. All supporting local laws proposed for adoption in conjunction with the adoption of the LWRP, and the Final Environmental Impact Statement (if applicable), shall also be revised as necessary to reflect comments and responses, to the satisfaction of the Department.

Additionally, each municipality shall submit a schedule for adopting local laws necessary for

implementing the LWRP. Once the local government has locally adopted the local laws, the local government must file each local law with the Department, Division of Corporations, for the law(s) to become effective, under Section 27 of the Municipal Home Rule Law. Filing information is accessible at <https://dos.ny.gov/local-law-filing>. After the LWRP is adopted by resolution, each municipality will submit to the Department a letter requesting the approval of the LWRP by the Secretary of State and the adoption resolution certified by the Municipal Clerk.

Products:

- LWRP document in Word and PDF (20 MB maximum per PDF) (and one paper copy upon request), including supporting local laws (and Final Environmental Impact Statement, if applicable).
- Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format or similar product acceptable to the Department,
- Schedule of LWRP adoption.

Task 22: MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form C - Workforce Employment Utilization to report the actual workforce utilized for this contract broken down by specified categories (every March 31, June 30, September 30, and December 31).
- Submit Form D - MWBE Utilization Plan to indicate any NYS-certified MWBE vendors selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE sub-vendors using DOS funds through the New York State Contract System (NYSCS).

Products:

- Ongoing reporting through NYSCS during the life of the contract. Form C is submitted every quarter and Form D is submitted as necessary.

Section 3 - Proposal Format and Content

Technical Plan

Each proposal shall include a narrative description of the vendor's approach to the required tasks, including project management. The response must specifically address the approach for public engagement, the planning process, and your strategy for overall success. Proposals shall also outline resources available to fulfill the proposal requirements and demonstrate the ability to complete the scope of work in a timely and safe manner.

Experience

Provide a specific description of your firm's experience in the Finger Lakes Region of New York, or New York State with economic development, open space planning, public engagement, brownfield redevelopment, and multi-modal transportation planning. In particular, identify experience with other LWRPs your firm may have completed or assisted in. Please provide references to any supporting documents and contact persons.

Project Team

Provide a project organization chart that identifies the project manager and the project team members together with sub-consultants and subcontractors if possible and includes resumes of individuals who will work directly on the project.

Budget

Provide a proposed budget that includes a breakdown of the costs per task (including any additional proposed tasks). The cost breakdown must provide the estimated number of hours dedicated to each task (or sub-task, if applicable). Periodic and final payments will be tied to the review and acceptance of work projects and reports. Vendors responding to this RFP should handle fees on a "not-to-exceed" lump sum account basis enumerated on a detailed cost per component area.

Please note that the total cost available for this contract is fixed based on grant funding provided by the New York Department of State. The proposed budget is not to exceed \$148,750. An amount of \$44,625.00 must be used for services provided by MWBE firms for the development of this project. The proposal must explain how this MWBE goal will be achieved.

Schedule

Provide a preliminary schedule showing the completion dates for each task. A more detailed schedule will be prepared by the vendor as part of Task 6.

Note that the County's contract requires project completion by 1/31/2028. Extensions beyond this may be provided at the discretion of the New York Department of State.

Minority and Women Owned Business Enterprises (MWBE) Utilization

The vendor shall agree to abide by all applicable Federal, State, and Local Laws, rules, and regulations regarding equal opportunity and affirmative action. The vendor must explain in the submitted proposal how the goal of using NYS-certified minority and women owned businesses (MWBE) services that would cost at least \$44, 625.00 will be achieved.

Only the use of NYS-certified MWBEs will count towards meeting the MWBE goals for this project. NYS-certified MWBE vendors should be identified by accessing the NYS MWBE Directory located at <https://ny.newnycontracts.com>.

Payment

The successful vendor shall receive payment as the work is completed and documented. To receive payment, the vendor shall submit detailed invoices to the County, including description of MWBE participation to the development of the project.

The County may withhold payments hereunder for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with the material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.

Changes, Additions, Deductions, and Additional Work

Upon proper action by the County, the County may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the vendor. No extra work shall be done or any obligation incurred except upon written order by the County. If any change causes an increase or decrease in the vendor's cost of, or the time required for, the performance of any part of the work under this contract, the County shall make an equitable adjustment and modify the contract in writing.

Termination of Contract

The County may, by written notice to the vendor, terminate this agreement in whole or in part at any time, either for the County's convenience or for cause. Upon receipt of notice, the vendor shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

This contract shall be terminated for cause if the vendor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the County within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

Independent Vendor Status

The parties agree that the vendor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the County, except as to the product or the result of the work. The relationship between the County and the vendor shall be that between an independent vendor and the County and not as an employer-employee relationship. The payment to the vendor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

Indemnification and Insurance Requirements

To the fullest extent permitted by New York law, the vendor, its sub-vendors, agents, servants, officers, or employees, shall indemnify and hold harmless the County, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the vendor's performance of the agreement or any other agreements of the vendor, entered into by reason thereof. The vendor shall indemnify and defend the County, including, but not limited to, its elected and appointed officials, officers, employees, and agents concerning any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the vendor, its sub-vendors, agents, servants, officers, or employees, and any losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements.

Section 4 - Contract Award

Contract Award

It is the County's intent to enter into a contract(s) with a vendor(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously complete the requirements of this RFP. The evaluation criteria used for this RFP are as follows:

1	The proposal narrative and ability to design a project that will accomplish the overall project goals; and,	20
2	The clarity and comprehensiveness of the proposed approach to the entire project, particularly the public consultation component; and,	20
3	Expressed understanding of the intended community outcomes of the project, as well as its relationship with the required DOS-approved "work plan"; and,	20

4	Experience, professional qualifications, and evidence of project personnel expertise (vendor and sub-vendors) on similar projects having objectives similar to those described herein; and,	20
5	Ability to bring the project to a timely conclusion; and,	10
6	Clarity and breakdown of the proposed budget.	10
Total:		100

The County may award the work, in whole or in part, to vendor(s) to perform the work described herein. The County reserves the right to reject any bids, waive technicalities, and make the award(s) as deemed in the best interest of the County.

The vendor agrees to work diligently to complete this contract by the earliest possible date. The County desires the project be completed by the outlined in the successful proposal, unless the County initiates additions or deletions by written change orders, or in its sole discretion extends the completion date, or the contract is terminated as provided herein.

Section 5 - Standard Proposal Information

Authorized Signature

An individual authorized to bind the vendor to the provisions of the RFP must sign the proposal.

County Not Responsible for Preparation Costs

The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Proposal/Bid Bond

No proposal/bid bond is required for this RFP. Such unauthorized contact may disqualify the vendor from this procurement.

Special Conditions

The County reserves the right to reject any proposals, to waive informalities, and to select the proposal and vendor(s) that, in the County's sole discretion, are in the best interests of the County.

The County further reserves the right to:

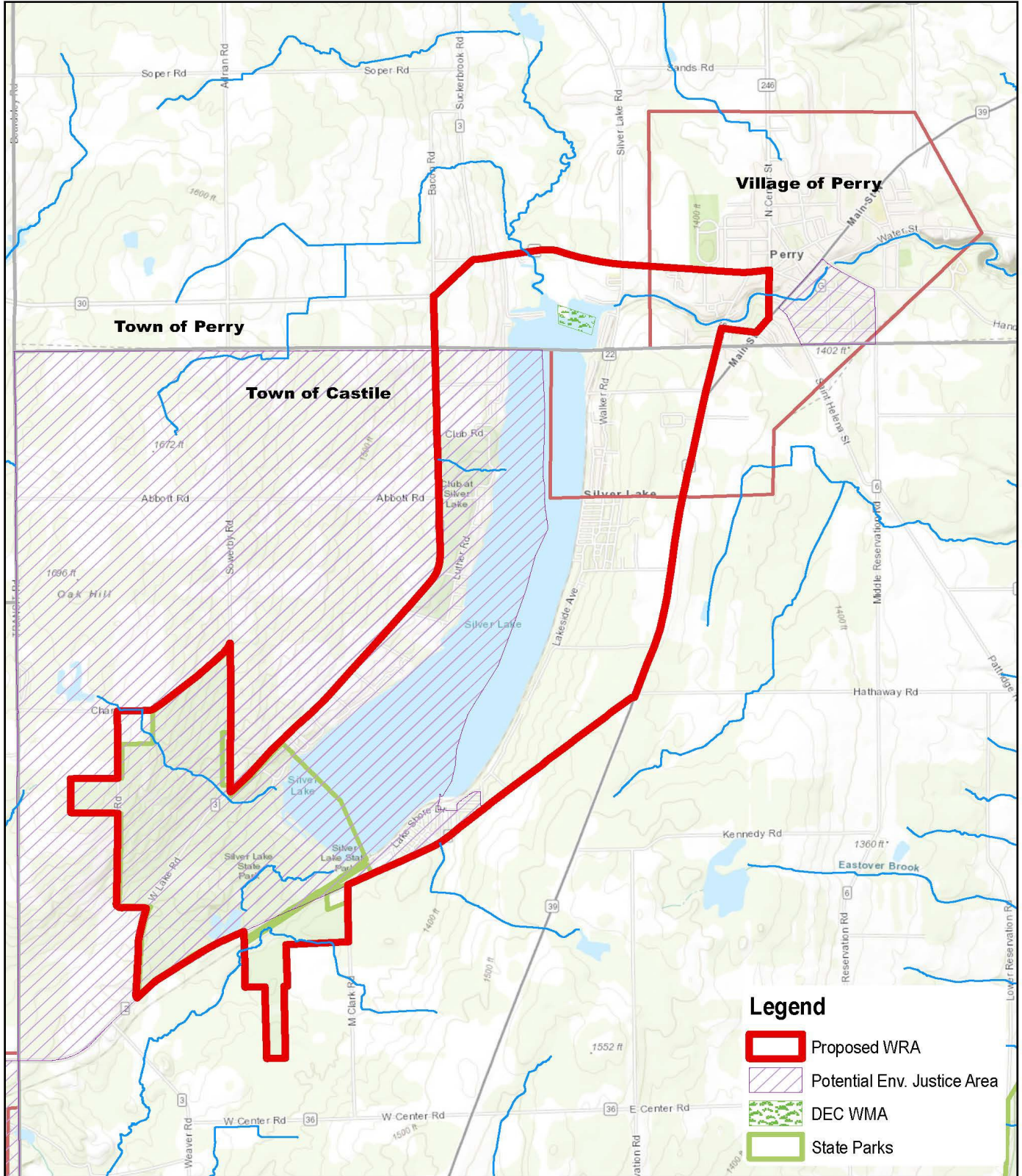
1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the County deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process to complete the selection and negotiation with the top-ranked vendor.
10. Not award a contract as a part of, or result of, this RFP process.

The County may exercise the foregoing rights at any time without notice and liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

EXHIBIT

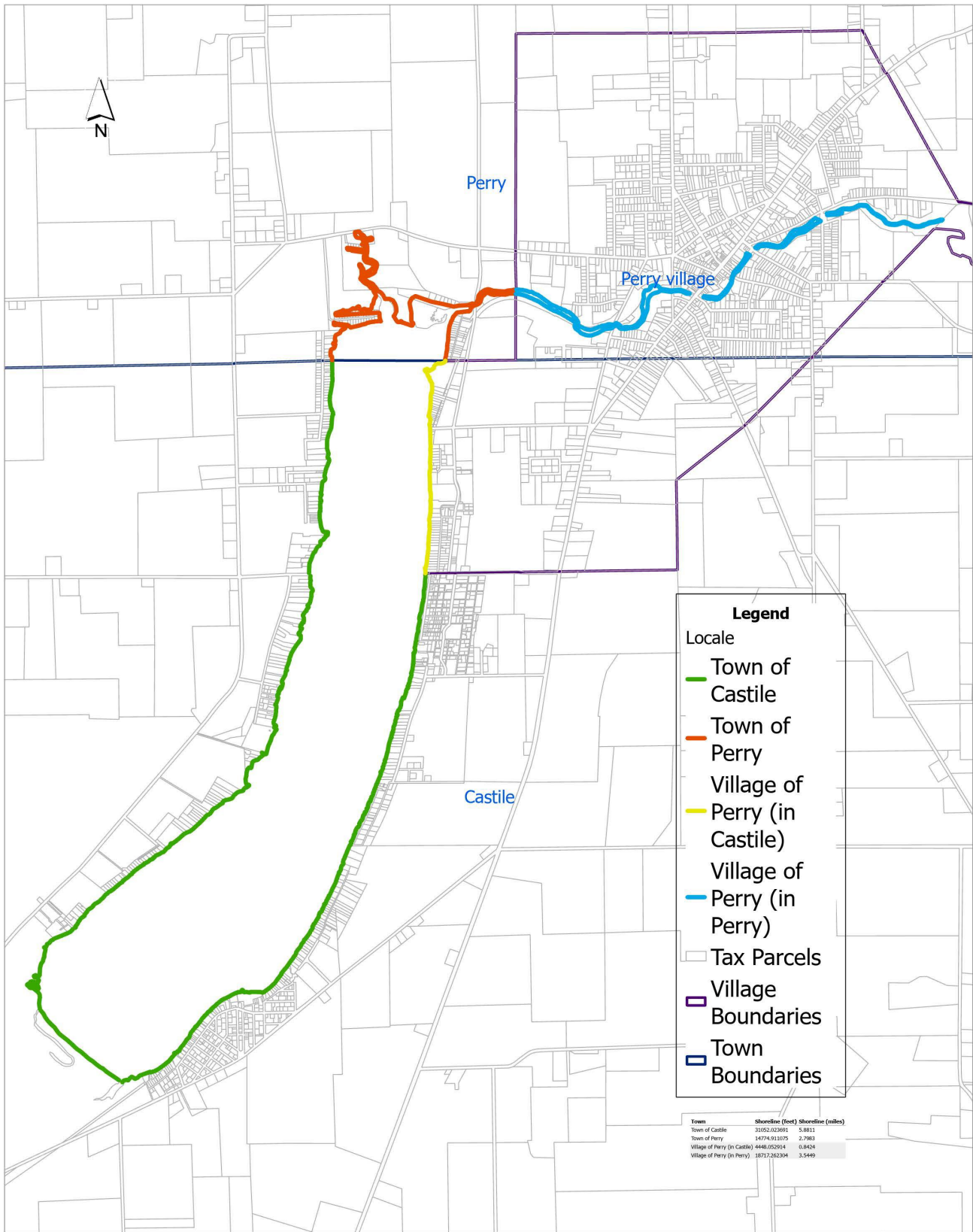
A

LAKE BOUNDARY



Silver Lake Local Waterfront Revitalization Program
 Wyoming County, Town of Castile, Town of Perry, & Village of Perry

Silver Lake, Wyoming County, NY: Municipal Boundaries



Wyoming County GIS
October 2023



Data on this map is subject to change. Please contact the Wyoming County GIS Coordinator for the most updated information.

EXHIBIT

B

INSURANCE REQUIREMENTS

County of Wyoming
Insurance Requirements
Edition 3/2011

- I) The contractor shall procure and maintain at his own expense and without expense to the County, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the County of the work covered by the contract.

- II) The policies must name the County as an additional insured and shall:
 - A) Be an insurance policy from an A.M. Best-rated New York State licensed, admitted insurer; with a rating of an A or better.

 - B) State that the coverage shall be primary for the Municipality, its Board, employees, and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Wyoming County evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days' notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. A broker signature is not acceptable.

The terms of this appendix shall control any contractual terms elsewhere in the contract unless specifically exempted in writing.

- III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

- IV) The types and limits of insurance are as follows:
 - A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.

 - B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.

- C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following:
1. Written on an occurrence form.
 2. Endorsement naming the County of Wyoming as an additional insured.
 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the County. Any other insurance maintained by the County shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the County's own policy of insurance.
 4. Policy shall contain a per job aggregate.
- D) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability, and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the County, at a limit of \$5,000,000.00 per occurrence. (The umbrella limit shall be determined by the County on a job-to-job basis depending on the County's exposure.)
- V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Wyoming County agency.
- VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the County, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the County.
- VII) Notwithstanding any other provision in the Article, the County may require the Contractor to provide, at the expense of the county, any other form or limit of insurance necessary to secure the interests of the County.
- VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.
- IX) Neither the procurement nor the maintenance of any type of insurance by the County, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

EXHIBIT

C

HOLD HARMLESS AGREEMENT

HOLD HARMLESS AGREEMENT

The _____ hereby agrees that it will indemnify
(Name of Contractor)
and save harmless the County of Wyoming from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the purchaser, its agents, employees, or subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the County of Wyoming in defending any suit, including attorneys' fees. Furthermore, at the option of the County of Wyoming, the purchaser shall provide defense for and defend all claims, demands, and causes of action referred to above, and bear all other costs and expenses related thereto.

Witness: _____

Purchaser Signature: _____

Date: _____

Date: _____

This form must be signed and returned with bid

EXHIBIT

D

NON-COLLUSION BIDDING CERTIFICATE

NON-COLLUSION BIDDING CERTIFICATE

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 knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within thirty (30) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME

ADDRESS

SIGNED BY

TITLE

DATE

TELEPHONE NUMBER

This form must be signed and returned with bid

EXHIBIT

E

IRANIAN ENERGY SECTOR DIVESTMENT

Iranian Energy Sector Divestment

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

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

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

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

- a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

This statement will be accepted electronically in accordance with the provisions of Section 103 of the General Municipal Law.

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

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Attachment “D”
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

This form must be signed and returned with bid

EXHIBIT

F

STATEMENT ON SEXUAL HARASSMENT

EXHIBIT

G

OFFER TO CONTRACT

OFFER TO CONTRACT
Form must be returned with bid

TO THE COUNTY OF WYOMING: We propose to furnish all labor, materials, equipment, tools, and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the County.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the County.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until the Contractor receives a purchase order and/or a notice to proceed from the County of Wyoming Purchasing Administrator.

AUTHORIZED COUNTY SIGNATURE:

Chairman of the Board of Supervisors

Date

APPROVED AS TO FORM BY:

County Attorney

Date