



OSWEGO COUNTY PURCHASING

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Holly F. Carpenter
Purchasing Director

Cheyenne Beardsley
Buyer

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Tracy Paeno-Rigby
Sr. Purchasing Clerk

February 13, 2025

LEGAL NOTICE

Proposals will be received for Oswego County by the Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126 until 2:00 p.m., Wednesday, March 19, 2025, for:

RFP 25-WFD-001 One Stop Operator

DEADLINE FOR QUESTIONS: Wednesday, February 26, 2025, by 3:00 p.m.

We will only answer questions that are emailed to purchasing@oswegocounty.com.

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

A handwritten signature in blue ink that reads "Holly F. Carpenter".

Holly F. Carpenter
Purchasing Director

Table of Contents

Part 1 Information for Proposers	Page 3
Part 2 Scope of Work / Specifications	Page 7
Part 3 Proposal Requirements & Format	Page 8
Part 4 General Provisions	Page 10

Required Cover Forms

- Proposer Reply Cover Sheet
- Proposer Information Sheet
- Non-Collusion Certification
- Sexual Harassment Certification
- Resolution for Corporations Only
- Non-Proposer Response

1. PART 1 - INFORMATION FOR PROPOSERS

Oswego County is soliciting proposals from qualified entities to serve as the One-Stop Operator for the Oswego County Workforce Development Area, in accordance with the federal Workforce Innovation and Opportunity Act (WIOA).

- 1.1. **Background.** The County of Oswego is located in Central NY along the southern and eastern shores of Lake Ontario. It encompasses approximately 968 square miles of diverse terrain and is home to 117,525 residents based on the adjusted 2020 Census. It is largely rural in nature and contains 22 towns, 9 villages and 2 cities.
- 1.2. **Process.** The RFP process should be viewed as a confidential marketing effort. All data provided with this RFP should be treated as confidential data of Oswego County and should not be disclosed to any third parties.
- 1.3. **Deadline, Receipt and Opening of Proposals.** Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a flash drive), indicating the company's name and proposal title: **RFP 25-WFD-001 One Stop Operator**, or by electronic submission. The proposal will become the property of the County, and shall be open to the public, within the limits of New York State law, for inspection subsequent to the award process. The County will not be responsible for any proprietary information.

Electronic Submission. Proposals shall be submitted via electronic submission on BidNet (<http://www.bidnetdirect.com/newyork/oswegocountyny>) no later than the time and date specified herein. Please note that offerors must register on BidNet (<http://bidnetdirect.com/>) in order to submit their proposals electronically. Late proposals will not be accepted. For assistance with the BidNet platform please contact BidNet’s Support Department at (800)835-4603, Option (ext) 2.

- 1.4. **Proposals are due on or before 2:00 p.m., Wednesday, March 19, 2025. Either mail, submit electronically, or deliver Proposals in person to:**

**Holly F. Carpenter
Oswego County Purchasing,
46 E. Bridge St., Oswego, NY 13126**

Anticipated Timeline

Release of RFP	February 13, 2025
Deadline for Questions	February 26, 2025
Deadline for Submissions	March 19, 2025
Award by County Legislature - estimated	May 15, 2025
Contract Signed - estimated	TBD

- 1.4.1. Oswego County reserves the right to change this date and will notify potential-

RFP 25-WFD-001 One Stop Operator

responders accordingly. Oswego County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals.

- 1.4.2. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within sixty (60) days after the actual date of opening. Facsimile or e-mail transmitted proposals are not acceptable and will be rejected. Proposals delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening and will be retained in the interim only as a courtesy to the Proposer.
- 1.5. **Proposer's Responsibilities.** It is the Proposer's responsibility to meet the entire intent of these specifications. Proposers shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the terms and conditions herein. The County shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFP.
 - 1.5.1. It is the responsibility of each Proposer to:
 - Examine the RFP documents thoroughly.
 - Consider federal, state, and local laws/ regulations that may affect your proposal.
 - Study and carefully correlate Proposer's observations with the RFP document.
- 1.6. **Communications.** All communications regarding this RFP with the County shall be solely through the official indicated below and or the County's designated agent. Submit questions in writing by mail, or e-mail to the address listed below. No telephone questions will be accepted or considered. **Proposers are specifically directed not to contact any other County officials or employees in any fashion regarding this RFP, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the proposal.** The County will not be responsible for any oral instructions or representations. All contact with any County official must take place during normal work hours, at the County office, or at a site related to the service being proposed.

Holly F. Carpenter; Purchasing Director
46 East Bridge Street, Oswego, NY 13126
purchasing@oswegocounty.com
- 1.7. **Specifications Discrepancy.** Should a Proposer find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the Proposer shall at once notify in writing the County Purchasing

RFP 25-WFD-001 One Stop Operator

Director. Written instructions will be sent to all potential Proposers. All such addenda shall become a part of the contract and all Proposers shall be bound by such addenda, whether or not received by the Proposers.

- 1.8. **Scope Parameters.** If a Proposer identifies an additional element not included in this RFP, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, the Proposer should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Proposer identifies a task within the RFP that it believes could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions; deletions or modifications recommended.
- 1.9. **Proposer's Qualifications & Eligibility.** The County may make such investigation as it deems necessary to determine the qualifications and ability of a Proposer, and the Proposer shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that the Proposer is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.
- 1.10. **Award.** The awarding of a contract for the work outlined in this RFP is subject to the approval of the County. Contract award decisions will be made public as soon as possible. The contract, if awarded, will be awarded to the proposer or proposers whom, in part or in total, meet all of the terms and conditions of the specifications, and provide the County with the best value service. The County reserves the right to reject any and all proposals.
 - 1.10.1. The contract shall be awarded to the responsible firm or firms who best meet the RFP's criteria in the opinion of the County. The County reserves the right to select more than one proposal and divide the project accordingly.
 - 1.10.2. The proposer must provide unquestionable evidence of sustained capability of providing the services requested and proposed, such as can be demonstrated in existing or previous operations. The County may award a contract based upon the proposals received, without discussion of such proposals with proposers. Each proposal should, therefore, be submitted in the most favorable terms the proposer can make to the County. The County does, however, reserve the right to request additional data or an oral presentation in support of the written RFP. Submission of an RFP does not automatically qualify a proposer for a presentation. The County reserves the right to negotiate with all qualified proposers.
 - 1.10.3. The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the

RFP 25-WFD-001 One Stop Operator

contract will be awarded without discrimination on the grounds of race, creed, color, disability, marital status, age, sexual orientation or natural origin.

1.10.4. All proposals shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which RFP best meets the public interest. The County reserves the right to extend said period. At the discretion of the County, the successful proposer must provide Letter of Commitment within ten (10) business days of acceptance.

1.11. **Selection Criteria.** The evaluation criteria for the selection of a firm to provide service for this project shall include, but not be limited to, the following:

- Understanding and provision of all items requested in the RFP
- A demonstrated level of performance and a track record of effective impact on costs for clients of similar size to Oswego County
- Demonstrated Experience & Skills – Within the past three years as evidenced by account work and performance for at least 2 other accounts of similar size, scale, and scope.
- Quality & Clarity – Proposal will be considered a representation of the company's ability to communicate and execute work.
- Cost Effectiveness – The ability of company to maximize funds to produce the most efficient and effective method.
- Capacity to successfully manage the scope of work

1.12. **Term of Agreement.**

1.12.1. The contract resulting from this RFP shall commence on July 1, 2025 and shall terminate June 30, 2026. Upon agreement between both parties, the contract may be extended for four (4) possible one (1) year terms. At all times, Oswego County reserves the right to terminate the agreement upon sixty (60) days.

1.12.2. The successful Proposer will be offered a contract for all, or part of the services specified in this RFP. All contracts must be reviewed by the Oswego County Attorney prior to approval and signing by the County. Additionally, the County reserves the right to terminate the contract for cause and/or unsatisfactory performance or compliance with County requirements.

1.13. **No Commitment.** This Request for Proposal does not in any way commit Oswego County to the award of a contract and/or pay any cost incurred in the preparation of this proposal in response to the Request for Proposal or to procure or contract these services. The County reserves the right to accept or reject any and/or all proposals received as a result of this Request for Proposal, or to negotiate with the most qualified proposer or to cancel the Request for Proposal in part or in its entirety if it is in the best interest of the County.

1.14. **Commencement of Work.** Upon execution and delivery of the contract and delivery of any required performance bonds, including the required Certificates of Insurance and the approval thereof by the County Attorney, the successful Proposer will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Purchasing Office.

1.15. **Cancellation.** The County reserves the right to cancel the contract at will. If the Proposer fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, they may be determined to be in breach and the contract may be terminated by giving written notice to the Proposer of such termination and specify the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Proposer under this contract shall, at the option of the County, become County property and the Proposer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

1.16. **Pricing.** All prices are to be quoted firm against increase for the duration of the contract, unless otherwise noted in the proposal. Any deviation from this must be approved in writing by the Oswego County Legislative Chairman. Travel and incidental expenses cannot be separately invoiced. The County shall not be responsible for any additional costs.

1.17. **Method of Payment.** Payment shall be made at the contract price for the services provided and verified by County. Payment schedule is negotiable for completed work. The intent of Oswego County is to pay all invoiced expenses within 60 days. The County does not pay in advance.

2. PART 2 – SCOPE OF WORK / SPECIFICATIONS

Oswego County is soliciting proposals from qualified entities to serve as the One-Stop Operator for the Oswego County Workforce Development Area, in accordance with the federal Workforce Innovation and Opportunity Act (WIOA). The One-Stop Operator, in a consultant role, will play a critical part in supporting the local workforce system to coordinate its diverse partners to achieve its service delivery vision and reach its performance goals. The ideal candidate will have access to resources that help facilitate coordination among the WDB and its partners in service delivery.

- 2.1. The awarded One-Stop Operator shall be required to:
 - 2.1.1. Coordinate service delivery of One Stop partners and service providers across the One Stop System.
 - 2.1.2. Coordinate partner responsibilities as defined in their respective memorandum of understanding (MOU).
 - 2.1.3. Report to the WDB, stakeholders, and partners on system activities.
 - 2.1.4. Make recommendations to the Executive Director to improve system effectiveness by sharing services, resources, training, and technologies among partners and implementing the corrective action required for those improvements.
 - 2.1.5. Maintain the annual cost for performing the work outlined in your proposal not to exceed \$5,000.00.

- 2.2. Qualifications for the One Stop Operator:
 - 2.2.1. A thorough understanding of the Workforce Innovation and Opportunity Act. Similarly, general knowledge of the local workforce system and its stakeholders is not required but preferred.
 - 2.2.2. A strong, demonstrated experience (3-5 years) facilitating large, diverse stakeholder groups to a common goal or outcome. In addition, the ability to remain a neutral facilitator will be critical.
 - 2.2.3. Experience in meeting agenda development, planning, and execution.
 - 2.2.4. Ability to work closely with the Workforce Development Board to monitor the system's strategic objectives and make recommendations for continuous system improvements.

3. PART 3 PROPOSAL REQUIREMENTS & FORMAT

Proposal Format. Each proposal shall be delivered in a sealed envelope bearing the title of the proposal. The proposal will become the property of the County, and shall be open to the public, within the limits of the State of New York law, for inspection subsequent to the aware process. The County will not be responsible for any proprietary information that finds its way to the public.

3.1. Section 1 - Proposal Additional **Required** Documentation

- Proposer Reply Cover Sheet (attached)
- Proposer Information Sheet (attached)
- Sexual Harassment Certification (attached)
- Non-Collusion Certification (attached)
- Resolution for Corporations (attached)
- Non-Proposer Response (attached)

3.2. Section 2: Firm Profile

- Office or offices' locations.
- Years in business.

- General history of the firm.
- Annual volume of in-house design.
- In-house services or resources

3.3. Section 3: References

- Provide three references (municipalities for which you provided safety services) with specific knowledge of the firm's capabilities and experience with projects of similar scope and magnitude.
- For each reference include name, address, telephone, and fax number.
- Provide a brief description of the services your firm has provided for the reference, including project(s) description, cost of project, and date(s) of services.

3.4. Section 4: Experience

Provide a summary of similar projects or services performed within the past five (5) years similar to the general description and/or Scope of Work listed in this RFP.

3.5. Section 5: Scope

- Provide a detailed proposal describing how you will fulfill the Scope of Work as identified in Part 2.
- Provide your strategy to ensure there is no lapse in service due to staff vacancy or extended absence.

3.6. Section 6: Project Team

- Name of the principal(s) in charge who will be assigned to the project, list of all staff including discipline, total years of service and total years with the company.
- Resumes of key staff assigned to the project, highlight experience similar to this project in scope or magnitude.
- Sub-Consultants, Joint Venture or Partnerships - identify any and all proposed sub-consultants. (This is to mean all companies, persons or entities that will be hired by the prime consultant to provide services for this project.) Include, name, address, and principal in charge for each consultant. Clearly describe the scope of service, role, or responsibility the consultant will provide, if any.
- Clearly state the work that will be done by in-house staff.
- Provide a description of your approach to this project, including management of in-house resources, communicating with the client & interested parties, and development of design that responds to the needs of the client and the community.
- Provide an organizational chart reflecting key staff.

3.7. Section 7: Schedule.

- Provide a description of your start-up and implementation plan.
- Include a time schedule for meeting milestones of the implementation plan.
- Include a tentative time schedule for initiating service delivery.

3.8. Section 8: Budget

- Provide an itemized budget proposal that clearly illustrates or explains your professional fee structure.
- Clearly identify all reimbursable expenses, specifically including all items that would not be included as part of the basic services fee.

3.9. Section 9: Additional Information

- The proposer may include any other information, brochures or documentation that may further illustrate the firm's abilities or experience.
- The proposer should discuss their approach, preference, or recommendation relative to the Services described herein. The proposer should identify if they can or would offer these services, and/or if there would be any implications to either their proposed fee or basic services depending upon the owner's decision in this regard.

4. PART 4 - GENERAL PROVISIONS

4.1. **Scope.** The proposer agrees to perform the services in accordance with the terms and conditions of this agreement. It is specifically agreed to by the Proposer that the County will not compensate the Proposer for any services provided not within the scope of this agreement without prior authorization, evidenced only by a written change order or addendum to this agreement executed by the Oswego County Legislative Chairman after consultation with the Oswego County Legislature.

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

4.3. **Executory Clause.** The County shall have no liability under this agreement to the Proposer or to anyone else beyond funds appropriated and available for this agreement.

4.4. **Procurement of Agreement**

4.4.1. The Proposer represents and warrants that no person or selling agent has been employed or retained by the Proposer to solicit or secure this agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The Proposer further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.

The Proposer makes such representations and warranties to induce the County to enter into this agreement and the County relies upon such representations and warranties in the execution hereof.

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

4.5. Conflict of Interest

4.5.1. The Proposer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Proposer further represents and warrants that in the performance of this agreement no person having such interest or possible interest shall be employed by it and that no officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this agreement or in the proceeds thereof.

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

4.6. Fair Practices.

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

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

4.6.1.2. Unless otherwise required by law, the prices which have been quoted in this agreement and on the proposal or quote submitted by the

Proposer have not been knowingly disclosed by the Proposer prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other Proposer or to any competitor; and

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

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

4.7. Independent Contractor.

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

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

4.8. Assignment & Subcontracting.

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

- 4.8.2. Failure of the Proposer to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Proposer, its assignees or transferees, and all monies that may become due under this agreement shall be forfeited to the County except so much thereof as may be necessary to pay the Proposer's employees for past service.
- 4.8.3. The provisions of this clause shall not hinder, prevent, or affect any assignment by the Proposer for the benefit of its creditors made pursuant to the laws of the state of New York.
- 4.8.4. This agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.
- 4.9. **Books & Records.** The Proposer agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.
- 4.10. **Retention of Records.** The Proposer agrees to retain all books, records and other documents relevant to this agreement for six (6) years after the final payment or termination of this agreement, whichever later occurs. The County, or any state and/or federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.
- 4.11. **Audits by the Oswego County and Others.** All claimant's certification forms, or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the County. The Proposer shall submit any and all documentation and justification in support of expenditures or fees under this agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the Proposer shall make its records available to the County upon request. All books claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. The Proposer shall not be entitled to any interim or final payment under this agreement if any audit requirements and/or requests have not been satisfactorily met.
- 4.12. **Insurance & Statutory Compliance**
- 4.12.1. In acceptance of this agreement, the Proposer covenants and certifies that it will comply, in all respects, with all federal and state laws which regarding

work for public authority corporations including, but not limited to, Workers' Compensation and employer's liability insurance, hours of employment, wages and human rights, and the provisions of general municipal law §§ 103(a) and 103(b) and state finance law §§ 139-a and 139-b.

- 4.12.2. Pursuant to General Municipal Law §108, the parties hereto agree that this agreement contract shall be void and of no effect unless the Proposer shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.
- 4.12.3. For all of the services set forth herein and as hereinafter amended, the Proposer shall maintain or cause to be maintained, in full force and effect during the term of this agreement, at its expense, a workers' compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who has been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of the Proposer and not those of the County. Notwithstanding anything to the contrary in this agreement, the Proposer irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 4.13. The provisions of insurance by the Proposer shall not in any way limit the Proposer's liability under this agreement.
- 4.12.4. **Insurance Requirements**
- 4.12.4.1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Proposer hereby agrees to effectuate the naming of the County as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of Workers' Compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).
- 4.12.4.2. The policy naming the County as an additional insured shall, without exception:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation.

RFP 25-WFD-001 One Stop Operator

- State that the insurer's coverage shall be primary coverage for the County, its officers, and employees.
 - The County shall be listed as an additional insured by using endorsement CG 201 01085 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- 4.12.4.3. The contractor agrees to indemnify the County for any applicable deductibles.
- 4.12.4.4. Required insurance minimums:
- Commercial general liability insurance \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - General aggregate to apply on a per project basis.
 - Automobile liability \$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
 - Excess/umbrella insurance \$3,000,000 each occurrence and aggregate.
 - Workers' Compensation and NYS Disability Statutory Workers' Compensation, employers' liability and NYS. Disability Benefits insurance for all employees.
 - Performance and Labor & Material bonds. If required in the specifications, these bonds shall be provided by a New York state admitted surety company, in good standing.
 - Professional liability/malpractice \$1,000,000 aggregate (if commercially available for your profession)/\$1,000,000 per claim.
- 4.12.5. The Proposer acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this contract. The Proposer is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.
- 4.12.6. The Proposer shall attach to this agreement a certificate of insurance evidencing the Proposer's compliance with these requirements.
- 4.12.7. Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non- payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the department head and the

RFP 25-WFD-001 One Stop Operator

County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Proposer.

- 4.12.8. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
- 4.12.9. Policy retroactive dates coincide with or precede the Proposer's start of the performance of the services (including subsequent policies purchased as renewals or replacements).
- 4.12.10. The Proposer will maintain similar insurance for at least six (6) years following final acceptance of the services.
- 4.12.11. If the insurance is terminated for any reason, the Proposer agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- 4.12.12. Immediate notice shall be given to the County through the department head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- 4.12.13. The Proposer agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed pursuant to this agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the Proposer, its employees, representatives, subcontractors, assignees, or agents.
- 4.12.14. In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the Proposer either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of the Proposer's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this agreement.

4.13. Protection of Oswego County Property

- 4.13.1. The Proposer assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the

County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the Proposer, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by the Proposer as an expert consultant specialist or subcontractor hereunder. In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

- 4.13.2. The Proposer agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this article.
- 4.13.3. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

4.14. Termination

- 4.14.1. The County may, by written notice to the Proposer effective upon mailing, terminate this agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of the Proposer to comply with any of the terms or conditions of this agreement, or (3) upon the Proposer becoming insolvent or bankrupt.
- 4.14.2. Upon termination of this agreement, the Proposer shall comply with all Oswego County closeout procedures, including, but not limited to:
 - Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to the Proposer pursuant to this agreement; and
 - Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by the Proposer through or provided under this agreement and carrying out any County directive concerning the disposition thereof.
- 4.14.3. In the event the County terminates this agreement, in whole or in part, as provided in this article, the County may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Proposer shall continue the performance of this agreement to the extent not terminated hereby. If this agreement is terminated in whole or in part for other than the convenience of the County, any services procured by the County to complete the services herein will be charged to the Proposer and/or set off against any sums due the Proposer.

- 4.14.4. Notwithstanding any other provisions of this agreement, the Proposer shall not be relieved of liability to the County for damages sustained by the County by virtue of the Proposer's breach of the agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to the Proposer for the purposes of set-off until such time as the exact amount of damages due to the County from the Proposer is determined.
- 4.14.5. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.
- 4.15. **General Release.** The acceptance by the Proposer or its assignees of the final payment under this agreement, whether by claimant's certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of the Proposer arising out of the performance of this agreement.
- 4.16. **Set-Off Rights.** The County shall have all its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Proposer (i) under this agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this agreement, or (iii) from the County by operation of law.
- 4.17. **No Arbitration.** Any and all disputes involving this agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Oswego County Legislative Chairman, but must instead only be heard in the supreme court of the State of New York, with venue in Oswego County or if appropriate, in the federal district court with venue in the northern district of New York, Syracuse division.
- 4.18. **Governing Law.** This agreement shall be governed by the laws of the state of New York. The Proposer shall render all services under this agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.
- 4.19. **Acceptance of Substituted Service.** The Proposer hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York civil practice law and rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

- 4.20. **Taxes.** The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the federal government. Taxes shall not be included in any contract or proposed price. A tax-exempt certificate will be executed upon the Proposer's request.
- 4.21. **Entire Agreement.** The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this agreement, including any attachments, which supersede any other understandings or writings between or among the parties.
- 4.22. **Modification.** No changes, amendments, or modifications of any of the terms and/or conditions of this agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services covered by this agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the Oswego County Legislative Chairman, after consultation with the County Legislature, executes an addendum or change order to this agreement, which addendum or change order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this agreement shall apply with all force and effect to the terms and conditions contained in such addendum or change order.
- 4.23. **Equal Employment Opportunities For Minorities And Women** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, major repair, replacement, or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:
- a. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

RFP 25-WFD-001 One Stop Operator

employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- b. at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

4.25. **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:

- 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
- 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 of Iran.

4.25.1. 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

RFP 25-WFD-001 One Stop Operator

responsible proposer pursuant to Section 103 of the New York State General Municipal Law.

- 4.25.2. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury: "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)." The County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
- 4.25.3. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with 4.25.2 above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in 4.25.2 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 Bid/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
- 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
 - The County has made a determination that the goods and 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.

Proposer Reply Cover Sheet

Sealed Proposals are due by **2:00 p.m., Wednesday, March 19, 2025**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal #RFP 25-WFD-001 One Stop Operator** and offers to fulfill the activities as shown in the attached proposal at the price(s) listed below.

TOTAL COST: _____

Federal ID #: _____

M/WBE Status: _____

Type or Print Name

Firm

Title

Address

Authorized Signature

Date

() / ()

Telephone Number / Fax Number

Please attach any additional information to this sheet.

Proposer Information Sheet

Proposing
Organization: _____
Address: _____
Phone: () _____
Fax: () _____

Invoices Will Be From:
Address: _____

Person to Contact in Reference to Contract:
Name: _____
Title: _____
Address: _____
Phone: () _____
Fax: () _____
E-mail: _____

Signatory Authority: _____

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

Name/Title

Signature

Date

Sexual Harassment Certification

FOR ALL OSWEGO COUNTY CONTRACTS

All Oswego County contractors must certify compliance with recent amendments to state law concerning sexual harassment prevention in the workplace and training as a term and condition to all county contracts.

By signing this Certification, the Contractor/Vendor certifies to the County of Oswego:

1. That this Certification shall be considered part of its primary contract with the County of Oswego as if more fully set forth therein; and
2. That Contractor/Vendor are now and will be in compliance with sexual harassment prevention and training programs as are more fully set forth hereinbelow:

Terms Required by Law

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees.

Company

Type or Print Name

Date

Title

Authorized Signature

Non-Collusion Certification

General Municipal Law§ 103-d

- (a) By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor;
 - (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

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

RFP 25-WFD-001 One Stop Operator

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

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, _____, and is still in force on this _____ day of _____, 2024.

Secretary

(Seal of Corporation)

Non-Proposer Response

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

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

You may remove our name from the Proposer list for:

- This Commodity Group
- This Item or Material
- All Proposals

Type of Print Name

Company

Title

Address

Authorized Signature

()

Date

Telephone Number