



**Request for Proposals (RFP) for  
Professional Engineering Services  
in connection with OCRRA's Transfer Station Stormwater and Spill  
Prevention Compliance**

Deadline for Questions – Friday, February 17, 2023 by 4:00 PM  
Addendum Issued (if needed) – Wednesday, February 22, 2023 by 4:00 PM  
Proposals Due – Monday, March 6, 2023 by 4:00 PM

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ONONDAGA COUNTY RESOURCE RECOVERY AGENCY  
100 Elwood Davis Road  
North Syracuse, NY 13212-4312

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[www.ocrra.org](http://www.ocrra.org)

## 1.0 Introduction

The Onondaga County Resource Recovery Agency (“OCRRA” or “the Agency”) is a State-created public benefit corporation whose primary responsibility is to manage Onondaga County’s solid waste in an environmentally responsible manner. The Agency is governed by a 15-member Board of Directors and managed by an Executive Director. Although the Agency has been given broad powers to accomplish its purpose, its primary focus is on reducing and reusing the community’s solid waste wherever possible. The recycling component is accomplished by an active, highly regarded recycling program including a component for yard and food waste composting at two locations in the County. Recyclable material recovery is accomplished at privately owned facilities in the County. The remaining waste that is not recycled is disposed of at a state-of-the-art waste-to-energy (WTE) facility, also located in the County. The Agency also owns two public transfer stations where solid waste, as well as construction and demolition debris is processed. Waste from the transfer stations that cannot be processed at the WTE Facility and ash residue from the WTE Facility goes to various out of County landfills. The Agency also owns a permitted landfill site in the western part of the County which has not been developed to date. More information about OCRRA’s comprehensive solid waste management system can be found at [www.ocrra.org](http://www.ocrra.org).

OCRRA has hereby issued a Request for Proposals (RFP) from interested and qualified engineering firms to support compliance with regulatory requirements for stormwater and spill prevention compliance at OCRRA’s two transfer stations.

## 2.0 Background

OCRRA’s most active transfer station, the Rock Cut Road (RCR) Transfer Station is located at 5808 Rock Cut Road in Jamesville, New York. This transfer station serves commercial customers Monday through Friday during the day and residential customers during the evenings and on Saturdays. The RCR Transfer Station accepts construction and demolition (C&D) debris, municipal solid waste (MSW) and a limited amount of source separated recyclables. This transfer station currently operates in accordance with New York Department of Environmental Conservation’s (NYSDEC’s) State Pollutant Discharge Elimination System (SPDES) Multi-Sector General Permit (MSGP) for Stormwater Discharge Associated with an Industrial Activity. OCRRA maintains regulatory compliance with the MSGP via a Stormwater Pollution Prevention Plan (SWPPP) that was most recently revised in May 2020. The Rock Cut Road Transfer Station is also required to maintain and operate in compliance with a Spill Prevention, Control and Countermeasure Plan (SPCC Plan) per United States Environmental Protection Agency’s (USEPA’s) requirements, including requirements for petroleum bulk storage (PBS). The SPCC Plan was most recently updated in December 2020.

OCRRA’s second transfer station, the Ley Creek Transfer Station, is located at 5158 Ley Creek Drive in Liverpool, New York. This transfer station is not open to the public, but is used for temporary storage and transfer of segregated C&D that requires third party handling or transportation. This transfer station also currently operates in accordance with NYSDEC’s SPDES MSGP for Stormwater Discharge Associated with an Industrial Activity. OCRRA maintains

regulatory compliance with the MSGP via a SWPPP that was most recently revised in May 2018. The Ley Creek Transfer Station is also required to maintain and operate in compliance with a SPCC Plan per USEPA's requirements, including requirements for petroleum bulk storage (PBS). It is anticipated that the existing SPCC Plan (dated December 2016) will be updated before April 2023.

OCRRA is soliciting proposals for professional engineering services in connection with transfer station stormwater and spill prevention compliance for calendar years April 2023 – April 2026 (Years 1, 2 and 3) with renewals at OCRRA's option for April 2026 – April 2027 (Year 4), April 2027 – April 2028 (Year 5), and April 2028 – April 2029 (Year 6). OCRRA will consider only proposals for which the Proposer demonstrates sufficient expertise and experience (or as previously demonstrated in qualifications submitted to OCRRA), as deemed necessary and appropriate by OCRRA, and submits cost-efficient estimates for executing those identified work activities.

### **3.0 Scope of Services**

#### **3.1 Annual Scope of Services**

Services to be provided upon execution of a final contract consists of the following major tasks on an annual basis:

##### **Task 1 (Annually) – Annual Site Inspections**

Consultant shall perform one site visit at each transfer station, with OCRRA representatives present, to document the site conditions and review compliance with SPDES, SPCC and PBS requirements. These activities will be performed during the inspection, at a minimum:

- Inspect petroleum bulk storage tanks and records at the site for compliance with SPCC and PBS regulations.
- Confirm completion of any facility implementation items identified in the previous year's inspection and/or SPCC plan.
- Review spill prevention equipment and engineering controls in-place, including material handling, storage, secondary containment, and equipment requirements to minimize spills and leaks.
- Review OCRRA generated compliance documentation required for compliance with site SPCC Plan and SWPPP.

The Consultant shall prepare a technical conditions memo documenting the results of the inspections and outlining any deficiencies noted within 2 weeks of the inspection. A completed site inspection checklist should be included. Recommendations for regulatory compliance improvements may be identified in conjunction with any deficiencies that are identified based on generally accepted industry standards for performance and maintenance; however, no additional permitting and engineering designs should be considered as part of this Task.

***The engineer that performs this task must have a minimum of 5-years of experience with SPCC Plans, SWPPPs and PBS compliance, including working knowledge of solid waste facilities, oil***

*filled equipment/vessels, and stormwater; and have applicable training and certifications related to this experience.*

### **Task 2 (Annually) – Quarterly Visual Stormwater Inspections**

Consultant shall complete the Quarterly Visual Monitoring four times (once per quarter) for three (3) outfalls at the Rock Cut Road Transfer Station and two (2) outfalls at the Ley Creek Transfer Station as required by SPDES MSGP and SWPPP requirements. At a minimum, this will consist of taking grab samples at each outfall, visually inspecting the samples in accordance with the applicable regulatory requirements including completion of applicable forms, as necessary. Two of these inspections (for each site) may be conducted during the stormwater sampling as described in Task 3 below. The inspections included under this task will be performed separately from the inspections described above in Task 1 as they are weather dependent and will likely not be able to be scheduled ahead of time with OCRRA personnel.

*The engineer/scientist that performs this task must have a minimum of 2-years of experience conducting stormwater visual inspections and sampling.*

### **Task 3 (Annually) – Semi-Annual Stormwater Sampling**

Consultant shall perform the semi-annual stormwater sample collection at each of the transfer station sites as required by SPDES MSGP and SWPPP requirements. At a minimum, this will consist of two sample collection events at all outfalls per year at the Rock Cut Road and Ley Creek Transfer Station outfalls. The Consultant's staff will coordinate pick-up of the sample bottles from OCRRA's contracted laboratory (Life Science Laboratories, Inc. located in East Syracuse, New York) and drop the filled bottles back off at the laboratory for analysis. In addition, the Quarterly Visual Inspections described in Task 2, above, shall be completed for all outfalls at each transfer station for the corresponding quarter while staff is on-site for sample collection. Analytical costs and any necessary resampling should not be included in the proposal.

*The engineer/scientist that performs this task must have a minimum of 2-years of experience conducting stormwater visual inspection and sampling.*

### **Task 4 (Annually) – Miscellaneous Compliance Support**

The consultant shall provide an allowance of \$7,500 per year for any transfer station compliance support that OCRRA may deem necessary. This allowance must be billed on a time and materials basis that will be requested and approved by OCRRA prior to performing any work associated this task.

## **3.2 Year Specific Scope of Services**

Services to be provided upon execution of a final contract consist of the following major tasks during Year 1 of the contract:

### **Task 5 (Year 1) – Stormwater Pollution Prevention Plan (SWPPP) Update**

The Consultant shall prepare SWPPPs and Notices of Intent (NOIs) as necessary to maintain transfer station compliance. The NYSDEC has issued a draft renewal SPDES MSGP for Stormwater Discharges Associated with Industrial Activity (GP-0-23-001). It is anticipated that GP-0-23-001 will be finalized on March 1, 2023, and that OCRRA will need to submit a Notice

of Intent (NOI) to NYSDEC by June 1, 2023. It is anticipated that an updated SWPPP will need to be prepared for each transfer station (i.e., both the RCR and Ley Creek Transfer Station) prior to submittal of the NOI. While each transfer station does have an existing SWPPP, each SWPPP will need to be reviewed, updated, and revised as necessary to be compliant with the GP-0-23-001 prior to NOI submittal to NYSDEC.

### **Task 6A, 6B and 6C (Year 1) – Spill Investigation and Remediation**

In 2023 OCRRA completed removal of a 34 kV transformer that was originally constructed in the 1970's at the Ley Creek Transfer Station. During removal, oil staining was present on the transformer's concrete pad and an oil sheen was observed on surrounding aggregates/soils approximately 10 feet around the pad. It did not appear that the transformer was leaking, and these evidence of potential spills was likely due to historical transformer operation and maintenance. The oil that was in the transformer at the time of removal was found to be non-hazardous. The Consultant should develop a work plan and perform necessary sampling (including laboratory analyses) to determine if any environmental remediation is required as part of Task 6A for the 34 kV concrete slab and surrounding soils.

If remediation is required, the Consultant shall prepare an opinion of probable cost, work plan, drawings, technical specifications and bid form for the purposes of issuing a Request for Bids to complete any necessary environmental remediation as part of Task 6B. If no remediation is necessary based on the results of Task 6A, Task 6B and 6C will not be performed.

Task 6B should include providing electronic PDF files of drawings and specifications stamped by a Professional Engineer required for insertion into OCRRA's bid documents for any necessary remediation based on the results of Task 6A. The Consultant should also attend a pre-bid meeting at the Ley Creek Transfer Station, answer contractor questions and provide information required for the preparation of any addenda, if required during the bid period. After bids are received by OCRRA, the Consultant will review the bids and provide a recommendation of award.

Task 6C will require the Consultant to provide construction support for remediation. Upon selection of the Contractor for the work, and once a notice to proceed is issued by OCRRA, the Consultant will attend a preconstruction meeting prior to the commencement of work. The consultant will review contractor submittals required by the specifications and provide comments as needed. The Consultant will attend regular construction progress meetings. The Consultant will provide one qualified person to be on site for the duration of the work to oversee any necessary remediation. It can be assumed that the work will require five (5) 8-hour weekdays—or 40 hours of inspection time. OCRRA will be responsible for all contract administration including payment application reviews, contract notifications and closeout. Should additional construction effort be required based on field conditions or schedules beyond the Consultant's control, the Consultant must notify OCCRA in writing of the need for additional services and track additional construction services on a time and expenses basis unless otherwise modified via fee amendment.

### **Task 7A, 7B and 7C (Year 1) – Ley Creek Transfer Station Equipment Decommissioning & Removal**

There is one above ground fuel tank located at the Ley Creek Transfer Station that is no longer in use and requires decommissioning and removal. The fuel tank is an 8,000 gallon single wall steel

tank in a covered concrete containment dike. As part of Task 7A, the Consultant should develop an opinion of probable cost, work plan, drawings, technical specifications and bid form for the purposes of issuing a Request for Bids to compete decommissioning and removal of the fuel tank (Task 7A). The Consultant will also be responsible for performing any necessary pre-demolition surveys in accordance with New York State Department of Labor (NYSDOL) regulations and paint chips sampling that may be necessary for lead characterization or final material disposal purposes.

Task 7B should include the provision of electronic PDF files of drawings and specifications stamped by a Professional Engineer required for insertion into OCRRA's bid documents for the work products developed as part of Task 7A. The Consultant should also attend a pre-bid meeting at the Ley Creek Transfer Station, answer contractor questions and provide information required for the preparation of any addenda, if required during the bid period. After bids are received by OCRRA, the Consultant will review the bids and provide a recommendation of award.

Task 7C will require the Consultant to provide construction support for decommissioning and removal of the fuel tank. Upon selection of the Contractor for the work, and once a notice to proceed is issued by OCRRA, the Consultant will attend a preconstruction meeting prior to the commencement of work. The consultant will review contractor submittals required by the specifications and provide comments as needed. The Consultant will attend regular construction progress meetings. The Consultant will provide one qualified person to be on site for the duration of the work to oversee any necessary decommissioning and removal. It can be assumed that the work will require five (5) 8-hour weekdays– or 40 hours of inspection time. OCRRA will be responsible for all contract administration including payment application reviews, contract notifications and closeout. Should additional construction effort be required based on field conditions or schedules beyond the Consultant's control, the Consultant must notify OCRRA in writing of the need for additional services and track additional construction services on a time and expenses basis unless otherwise modified via fee amendment.

#### **4.0 Proposal Organization/Contents and Other Requirements**

The Proposal shall be organized into the following sections and the contents of each section shall conform to the description below:

- Part 1 – Statement of Services and Demonstration of Expertise: The proposal shall describe the services to be performed by task. It shall also mention any specific reductions or enhancements to the scope of work that the Consultant believes to be appropriate based upon experience. The proposal shall thoroughly demonstrate qualifications and expertise by task.
- Part 2 – Project Team Overview: The proposal shall provide a summary of the project team, identifying the role of each team member with respect to the service tasks and providing a detailed description of each team member's experience. Consultant shall also provide the office location of each team member and may include project team resumes if desired. One project team member shall be designated to perform each task. OCRRA recognizes that for reasons beyond the Consultant's control, the designated person may be unable to perform the work tasks when needed. Consultant shall provide in its Proposal the name(s)

of another replacement individual with at least the same level of experience identified in the work task descriptions. If this information was previously submitted to OCRRA, this information can be omitted from the proposal and cited appropriately in Part 2.

- Part 3 – Client References: The proposal shall provide a list of three clients for whom similar work has been completed over the last 10 years, including the length of the contract with each client, contact names, telephone numbers, and email addresses. OCRRA may contact these references for additional information. If this information was previously submitted to OCRRA, this information can be omitted from the proposal and cited appropriately in Part 2.
- Part 4 – Completed and Signed Pricing Form (Attachment A to this RFP)
- Part 5 – Sample Report(s)/Supplemental Materials: OCRRA relies upon the Consultant's reports/memos to document the services provided (*i.e.*, Facility inspections, stormwater inspections and sampling) and, as such, the quality of these reports is important. The Consultant is encouraged to provide sample reports to demonstrate the quality of services and reporting to be provided, especially reports that are relevant to the specified tasks. The Proposer may feel free to redact references to facility and/or client names and any other sensitive information within the provided sample reports. Other materials that the Proposer desires as supporting documents may also accompany the proposal. This Part may also include Minority and/or Woman-Owned Business Enterprise (M/WBE) Certification or a description of your firms plans to incorporate the use of M/WBEs in this project.
- Part 6 – Completed and Signed Forms (Attachment B to this RFP)
- Part 7 – Proof of necessary insurance certificates

In addition, the Proposal must include a Cover Letter that, at a minimum, includes the following:

- Commitment of Proposer to: 1) carry out all provisions of proposal if selected by OCRRA. 2) perform the stated work in a timely manner, considering the current and projected workload. And 3) meet the insurance requirements set forth in this Section.
- The cover letter must be signed by an officer, principal or partner empowered to sign such material and commit to the obligations contained in the quotation.
- The cover letter must include a statement that all information in the entire submittal, including any forms and supplemental submittals, are included and are accurate and factual.
- The cover letter must be signed by a designated individual authorized to negotiate a contract with OCRRA.

Public Disclosure: Engineering firms are invited to submit a response to this RFP. Materials submitted in response to this competitive procurement shall become the property of the Agency and will not be returned. Submitters will not be reimbursed or otherwise compensated for preparing and submitting materials responding to this RFP. All submittals will remain confidential until the Agency and the successful submitter sign an agreement for the services solicited under this RFP. Prior to Consultant selection, all information contained in the main body of the proposal shall be

considered confidential and not, to the extent permitted by applicable laws and regulations, subject to public disclosure due to the fact that the information will directly affect contractor selection. The final proposals, including any appendices, will be matters of public record and will be treated as such.

**Sales Tax:** OCRRA is exempt from the payment of sales taxes of New York State and of cities and counties therein on all services, materials, equipment and supplies sold to OCRRA pursuant to this contract.

**Warranty:** The selected Contractor will be required to warrant that all services performed under the Contract shall be free from defects in workmanship and conform to the requirements of the Contract. Upon written notice of any defect from OCRRA, the Contractor will be required to correct or re-perform any defective or nonconforming services at no cost to OCRRA and any services corrected or performed by the Contractor will be subject to all the provisions of the required warranty to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, OCRRA will be allowed, by contract or otherwise, to correct or replace with similar services and charge to the Contractor the cost incurred to OCRRA, or obtain an equitable adjustment in the Contract price.

**Insurance:** Before commencing work, the selected Contractor will be required to procure and maintain insurance of the kinds and limits enumerated hereunder and on terms and with an insurance carrier satisfactory to the Agency. Certificates of such insurance issued by the Contractor’s insurance carrier must be filed with the Agency before commencement of work and shall set forth the following:

<b>General Liability</b>	\$1,000,000	Combined single limit
<b>Automobile Liability</b>	\$1,000,000	Combined single limit
<b>Workers Compensation</b>	Statutory Limits	
<b>Professional Liability Coverage</b>	\$1,000,000	Combined single limit

**Notice of Insurance Termination or Cancellation:** The foregoing insurance coverage will not be allowed to be terminated or cancelled unless OCRRA is given thirty (30) days prior written notice by the insurance carrier.

**Additional Insured:** It is required of the successful proposer that OCRRA be added, by endorsement, as an “additional insured” on the General Liability and Automobile Liability policies.

## 5.0 Selection Criteria

OCRRA shall have the option of selecting one or more Consultants to perform the identified work activities described in this RFP by assigning specific tasks to each Consultant so selected. The Proposer, therefore, shall assign costs to each of the 7 identified work activities (Tasks 1 – 7, including any subtasks) described in Section 3 of this RFP. The final contracts for engineering services will be specified on a total annual not-to-exceed cost basis based on actual time and materials (not lump sums for each task), and hourly rates should be specified in the Proposal. The Proposer should fully understand the selection process will not be one of simply choosing the



lowest cost Proposer, but will be one of selecting the Proposal that, in OCRRA's sole opinion, best meets the Agency's needs for professional services.

## **6.0 Inquiries and Deadline**

All inquiries and questions regarding this RFP shall be through the designated Contact Person: Mr. Jack Connery via email at [jconnery@ocrra.org](mailto:jconnery@ocrra.org) by 4:00 p.m. on **Friday, February 17, 2023**.

OCRRA will post responses to all questions/an addendum (if needed) on its website at <https://ocrra.org/about-ocrra/procurements> by 4:00 p.m. on **Wednesday, February 22, 2023**.

Interested parties and their agents and representatives are directed not to contact or lobby members of the Board of Directors of OCRRA or OCRRA staff members regarding this RFP.

Responses to this RFQ must be received no later than **4:00 p.m. on Monday, March 6, 2023**, regardless of mailing, courier or shipping date, at the following address:

By e-mail to: Jack Connery at [jconnery@ocrra.org](mailto:jconnery@ocrra.org) or

By mail/hand delivery to: Onondaga County Resource Recovery Agency

**RE: RFP Transfer Station Stormwater and Spill Prevention Compliance**

Attn.: Jack Connery

100 Elwood Davis Road

North Syracuse, New York 13212

# **Attachment A– Proposal Pricing Sheets**

	<b>Year 1 – 2023-24</b>	<b>Year 2 – 2024-25</b>	<b>Year 3 – 2025-26</b>
Task 1 Proposed Costs			
Task 2 Proposed Costs			
Task 3 Proposed Costs			
Task 4 Proposed Costs	\$7,500	\$7,500	\$7,500
Task 5 Proposed Costs		N/A	N/A
Task 6A Proposed Costs		N/A	N/A
Task 6B Proposed Costs		N/A	N/A
Task 6C Proposed Costs		N/A	N/A
Task 7A Proposed Costs		N/A	N/A
Task 7B Proposed Costs		N/A	N/A
Task 7C Proposed Costs		N/A	N/A
<b>Total Annual Cost</b>			

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Name

Signature

Date

# **Attachment B– Required Forms**

The following forms must be completed and signed in order for the proposal to be considered:

- Conflict of Interest Affidavit
- Certificate of Non-Collusion
- State Finance Law Procurement Compliance Provisions
- Disclosure to OCRRA During Procurement Process of Prior Non-Responsibility Determinations

**CONFLICT OF INTEREST**

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says for  
and on behalf of \_\_\_\_\_, that:

1. Our (my) firm \_\_\_\_\_, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

For and on Behalf of: \_\_\_\_\_

Sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF NON-COLLUSION**

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

By submission of this bid/proposal/quote, the bidder/proposer/quoter and each person signing on behalf of the bidder/proposer/quoter certifies, and in the case of a joint bid/proposal/quote 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/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/quote have not been knowingly disclosed by the bidder/proposer/quoter and will not knowingly be disclosed by the bidder/proposer/quoter prior to opening, directly or indirectly, to any other bidder/proposer/quoter or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/quoter to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal/quote for the purpose of restricting competition.

\_\_\_\_\_  
Legal Name of Bidder/Proposer/Quoter (Typed)

\_\_\_\_\_  
Address (Typed)

\_\_\_\_\_  
City State Zip

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed)

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title (Typed)

**Vendor Information Regarding**

**State Finance Law Procurement Compliance Provisions**

OCRRA Procurement Regarding: \_\_\_\_\_

OCRRA Designated Procurement Contact Person(s): \_\_\_\_\_

OCRRA conducts its procurements to provide all vendors with an opportunity to compete fairly to maximize competition. New York State has enacted provisions in its State Finance Law, applicable to any contract over \$15,000.00 that further promotes fair competition. This law now requires that all communications i.e. “contacts” with the Agency regarding this procurement, after the Request to Bid, Request for Proposals, or Request for Quotes go out, must be through a designated OCRRA Procurement Contact Person. Our Designated Procurement Contact Person is listed above. All contacts by potential vendors should be through the Designated Procurement Contact Person and NO ONE ELSE! All such contacts will be recorded by the Designated Procurement Contact Person and any responding information given to a potential vendor will also be shared with all potential vendors, so no one has a competitive advantage. As a potential vendor on this procurement, you will need to fill in the Permissible Contacts Affirmation form, attached, and submit it with your bid/proposal/quote. You will also need to fill in the other part of this two page form that advises OCRRA of any Non-Responsibility Determinations under this law. If you fail to comply with the above Procurement contacts restrictions or you submit knowingly false, inaccurate or incomplete information, or you violate our OCRRA Ethics Code, you may be found to be a “Non-Responsible” vendor. This can result in a rejection of your firm for contract award, a cancellation of the contract, if later discovered (the Contract will include a cancellation provision for such a contingency), and in the event of two such findings in a four year period, debarment from obtaining any further OCRRA procurement contract for a period of four years from the time of the second violation.

Please be sure to familiarize yourself with these new legal provisions, fill out the attached forms, and contact only the Designated Procurement Contact Person during the procurement process. This will promote fair competition on this procurement and will not disqualify your firm from a potential OCRRA contract award.

Rev. 10/15/2009

## Disclosure to OCRRA During Procurement Process of Prior Non-Responsibility Determinations

OCRRA Procurement regarding: \_\_\_\_\_

OCRRA Designated Procurement Contact Person: \_\_\_\_\_

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. New York law now provides that, for any procurement over \$15,000.00, all potential vendors must disclose whether a governmental entity in New York has made a finding of "Non-Responsibility." "Non-Responsibility" is defined in State Finance Law Section 139-j and can include failure of a potential bidder/proposer/quoter to timely disclose truthful, accurate, or complete information that may allow OCRRA to make a determination as to its "responsibility" relative to this procurement as well as unauthorized procurement contacts (including contacts to someone other than the designated procurement contact) and ethics code violations. In order to qualify for consideration on this procurement, the bidder/proposer/quoter must complete and sign the form below.

*(For Vendor Use)*

Name and Address of Bidder/Proposer/Quoter Seeking to Enter into the Procurement Contract with OCRRA: \_\_\_\_\_

Name, Title, and Phone Number of Person Submitting this Form: \_\_\_\_\_

Has any Governmental Entity in New York made a finding of Non-Responsibility regarding the bidder/proposer/quoter seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If you answered yes to the above question, please provide details regarding the finding of Non-Responsibility below.

New York Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named bidders/proposers/quoters after a finding of intentional provision of false or incomplete information? (Please circle):

No

Yes

**Disclosure to OCRRA During Procurement Process**  
**Page 2**

If yes, please provide details below:

New York Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder/proposer/quoter certifies that all information provided to OCRRA above with respect to State Finance Law §139-k is complete, true, and accurate.

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

Signature \_\_\_\_\_

**PERMISSIBLE CONTACTS AFFIRMATION**

As a potential bidder/proposer/quoter on an OCRRA solicitation where the contract amount may exceed \$15,000.00, I recognize that once the solicitation issues, New York law requires that all contacts with OCRRA regarding that procurement must be through the designated OCRRA Procurement Contact Person and no one else. On behalf of my client as a potential bidder/proposer/quoter, I affirm that my client understands and agrees to comply with the procedures of the Onondaga County Resource Recovery Agency relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b). This form must be submitted with the bid, proposal, or quote.

OCRRA Designated Procurement Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Signer's Name

Vendor Title: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_