



Request for Proposal

*The Port of Oswego Authority is requesting proposals for a **Marina Gas Dock System and Installation** for the Oswego Marina, Port of Oswego. Sealed bids will be received by the Port of Oswego Authority Administrative Office at 1 East Second Street, Oswego NY 13126. Proposals will be received until 2:00 P.M. Eastern Standard Time **March 24, 2017, either in person or post marked.***

INITIATION TO BID

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through the Boating Infrastructure Grant, an assistance program of the U.S. Fish and Wildlife Service Wildlife & Sport Fish Restoration Program.

The Port reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The Port by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

All bidders are subject to the terms of the **NYS Master Contract for Grants** -- Standard Terms and Conditions, which can be found online at <http://grantsreform.ny.gov> and the attached **NOTICE TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND VENDORS**.

Funding for this project comes in part through a Fish and Wildlife Service grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). **Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. The following goals have been set for this project: 13% Minority Business Enterprise (MBE) and 17% Women-owned Business Enterprise (WBE). The successful bidder may be required to furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.**

This project is subject to the Prevailing Wage Rate Schedule - Davis Bacon Act Wage Rate. (40US, Section 276-a).

The Port hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority and women owned business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this

invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Bidders are required to make a good faith effort and provide documentation in writing as part of their response to this RFP. <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

The Port of Oswego Authority has a goal of 6% for Service-Disabled Veteran-Owned Businesses (SDVOBs). Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. Bidders are required to make a good faith effort and provide documentation in writing as part of their response to this RFP.
http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

Upon selection, for **all contracts that equal or exceed \$100,000**, the contractor will be required to submit to the **State a Vendor Responsibility Questionnaire: Construction – For-Profit**. The questionnaire can be found online at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

The Port reserves the right to accept or reject any and all bids that is in the best interest of the Port. All questions and inquiries will be addressed to, email preferred, to:

Zelko N. Kirincich, Executive Director
1 East Second Street, Oswego, New York 13126.
Phone (315) 343-4503
email zkirincich@portoswego.com

GENERAL SPECIFICATION

INTENT: It is the intent of these specifications to provide for the Port of Oswego Authority proposals for **Marina Gas Dock System and Installation**. **Anticipated start will be the spring of 2017.**

WARRANTY: Shall be stated in writing and attached to the bid.

SITE VISIT: As it is important for the bidders to understand fully the local environment and conditions of insulation. We encourage a site visit to insure full understanding of the ports requirements. **To set an appointment email William W. Scriber** at wscriber@portoswego.com or call (315) 343-4503 ext. 108.

TRAINING Upon delivery to end-user Proposer will provide instruction to operators on proper operation and daily maintenance.

Training on repair procedures shall be provided by a factory qualified representative to the applicable Port repair technician(s).

A detailed specification must be included by the proposer when responding to the RFP. The RFP will not be accepted if this criterion is not met.

In addition, delivery time and installation shall be considered in the awarding of this bid. Please submit three copies of your complete proposal.

Sealed proposals shall be clearly labeled as follows:

Marina Gas Dock System and Installation RFP 2017 001

Proposals shall be addressed to:

*Port of Oswego Authority
Zelko N. Kirincich, Executive Director
1 East Second Street
Oswego, New York 13126*

Proposers shall include their complete return address on the outer envelope or wrapper. All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received or for any other effort required of or made by the Proposer prior to award of a contract.

Marina Gas Dock System and Installation

It is the intent of these specifications to provide for the Port of Oswego Authority proposals, for ***Marina Gas Dock System and Installation***, for the Oswego Marina.

In comparing proposals, comparison will not be confined to price only. *The successful bidder will be one whose product is judged as best serving the interests of the port when price, product, quality and delivery are considered.* The port also reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the port may choose to issue an Addendum in accordance with New York State Laws.

GENERAL

The specification herein states the minimum requirements of the port. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The port will consider as irregular or non-responsive any and all bids that are not prepared and

submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the port to make a reasonable determination of compliance to the specification. It shall be the bidder's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described. Deceit in responding to the specification will be cause for rejection.

All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received nor for any other effort required of or made by the Proposer prior to award of a contract.

General Specifications

Marina Gas Dock System and Installation *(See attached drawing)*

Overall project shall consist of one main dock *approximately* 96 feet long by 24 feet wide on river side, reducing to 9 feet wide at the marina side. Please see diagram for reference.

Materials shall consist of decking of weather restraint polyethylene plastic or pressure treated wood, (or comparable) composite decking. Frames shall be steel and of the weight limits necessary for public access and use.

Installation shall include all hardware and labor suitable to conditions at the Oswego Marina site¹. Included, but not limited to, end piles, connections, cleats, dock sections, C- channels, I-beam, trim boards, and other necessary parts for the system to be usable for public access and use.

General Guide for Construction

Drive wall steel piles into Lake Bottom till it meets refusal. Fill pile with concrete. Weld steel I beams to the top of piles.

Port reserves the right to approve the plans prior to contract purchase. In addition, the port reserves the right to final inspection prior to completion of project.

Attachments:

- 1.) **NOTICE:** Contractors, subcontractors, suppliers and vendors.
- 2.) Attachment A. General drawing of site.
- 3.) Attachment A-2. BIG Grant Program Terms and Conditions.
- 4.) Attachment C-Work Plan.
- 5.) Disclosure of Lobbying Activities.

¹ Site visit is strongly suggested.

- 6.) Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law.
- 7.) Legal Notice to Bidders.
- 8.) Project Implementation Costs.

NOTICE: Contractors, subcontractors, suppliers and vendors

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through the Boating Infrastructure Grant, an assistance program of the U.S. Fish and Wildlife Service's Wildlife and Sport Fish Restoration Program. All contracts and subcontracts for the project are subject to the terms of the NYS Master Contract for Grants-Standard Terms and Conditions (*MCG*), which can be found online at <http://grantsreform.ny.gov/>, and Attachment A-2 (*A-2*), attached hereto.

Note particularly the following requirements:

- The State's right to review and approve every subcontract in excess of \$100,000. *MCG IV(B)(2)*
- The requirement that subcontracts contain provisions specifying (1) that work accord with the terms of the Master Contract, (2) that nothing can impair the rights of the State under the Master Contract, and (3) that nothing in the subcontract creates a contractual relationship between the subcontractor and the State. *MCG IV(B)(2)*
- Contractor's responsibility to submit vendor responsibility information to the State, including a Vendor Responsibility Questionnaire for subcontracts that equal or exceed \$100,000. *MCG IV(B)(4)*
- Non-discrimination requirements *MCG IV(I) and A-2 I(H)(1-2)*
- Equal Opportunity provisions, including a requirement that the following provisions be included in construction subcontracts in excess of \$25,000:
 - The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
 - The Contractor 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;
 - The Contractor shall 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, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
 - At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
 - The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. *MCG IV(J)*
- MWBE requirements *MCG IV(J) and A-1 I(H)Wages and Hours Provisions MCG IV(Q)*
- New York State business requirement *A-2 I(G)*
- Worker's Compensation and Disability Benefits Insurance coverage *A-2 I(M)*

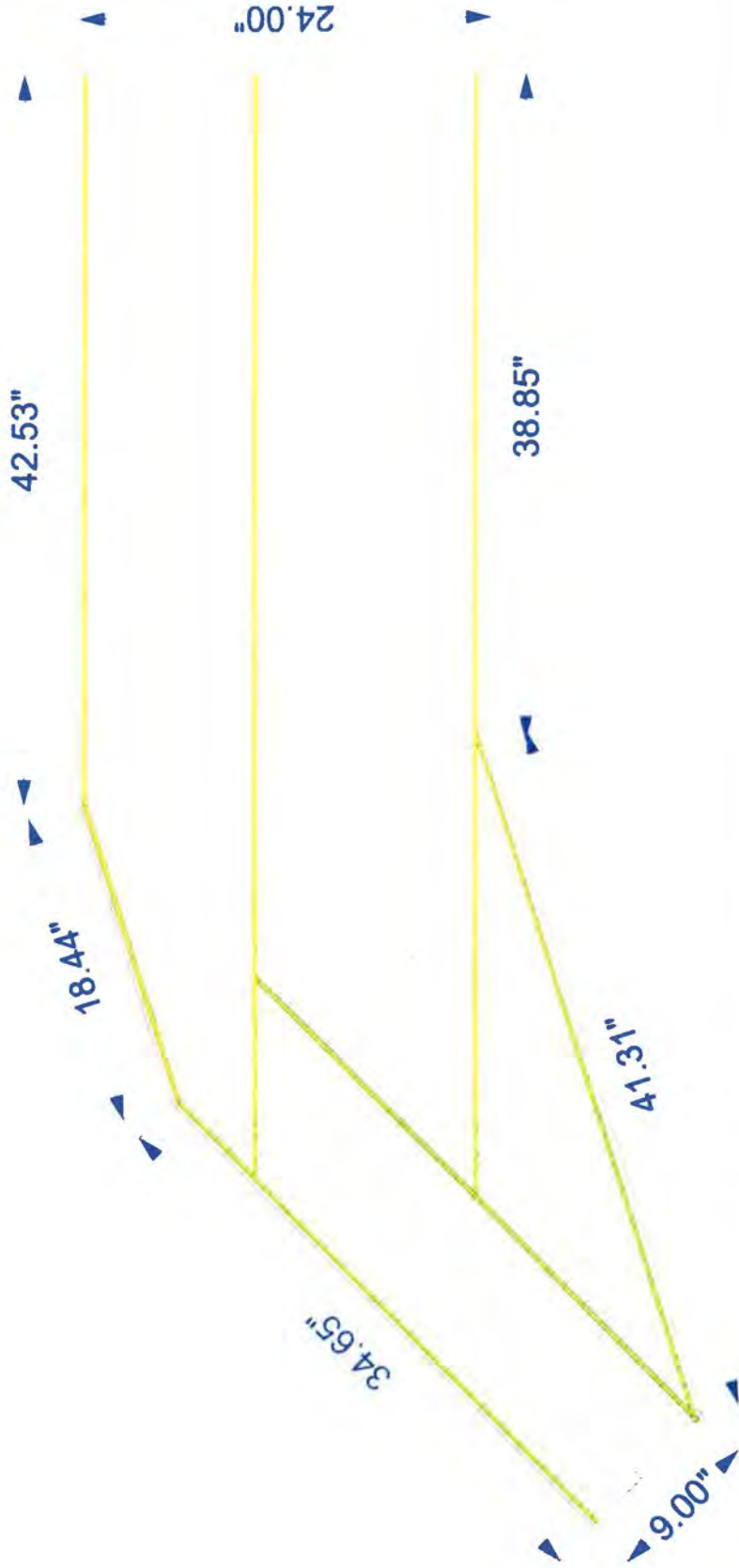


Exhibit A

**Port of Oswego
Marina
Fuel dock replacement
redesign**

ATTACHMENT A-2

Federally Funded Grants and Requirements Mandated by Federal Laws BOATING INFRASTRUCTURE GRANT PROGRAM

I. Agency Specific Terms and Conditions

A. The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page.

B. For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.

C. Payment shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

D. Special Conditions and Requirements specific to the project described in this Master Contract are contained in Attachment E (Special Conditions and Requirements).

E. Changes to Budget and Program Work Plan. Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State and the U. S. Fish and Wildlife Service. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State and the U. S. Fish and Wildlife Service, will be implemented by an amendment to this Master Contract that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(B) of this Master Contract.

F. Procurement. All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

G. The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive **New York State businesses** as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and describe New York State businesses used and the value of subcontracts and supply contracts.

H. Providing equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBES) are a priority of the State of New York. In addition to the requirements set forth in Section IV(J) of this Master Contract, the Contractor shall take affirmative steps to expand opportunities for New York State certified MWBE firms and/or for businesses preferenced by federal programs, as specified below.

I. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

J. Termination. In addition to the options available to the State in the Master Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

K. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law**.

L. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

M. It is the Contractor's responsibility, pursuant to Sections 57 and 220(8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Master Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

N. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

O. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995*, *The Secretary of the Interior's Standards and Guidelines for Archeological Documentation* or any other applicable *Secretary of the Interior's Standards* (collectively referenced as *STANDARDS*), which are available from the State.

P. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

Q. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

R. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

S. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

T. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this

contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

U. Iran Divestment Act. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

II. Program Specific Terms and Conditions

A. Funding Source. The funds for the Boating Infrastructure Grant Program (BIG) are provided annually from the Sport Fish Restoration and Boating Trust Fund for the construction, renovation and maintenance of boating infrastructure facilities for transient recreational vessels at least 26 feet long that are operated, leased, rented, or chartered primarily for pleasure. The program is operated by the U. S. Fish and Wildlife Service and administered by the New York State Office of Parks, Recreation and Historic Preservation.

B. Funding. The Contractor hereby certifies that the funds made available by the State under this AGREEMENT shall not supplant local funds already appropriated or identified by the Contractor for the project.

C. Fiscal Management. In addition to the terms detailed in this Master Contract, all Federal requirements governing grants, including the provisions of the Single Audit Act of 1984 (PL98-502) and Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133), are applicable.

D. Financial Assistance Award Terms and Conditions. The Contractor shall conform with the policies and procedures set forth in the U.S. Fish and Wildlife Service’s “Financial Assistance

Award Terms and Conditions,” posted online at <http://www.fws.gov/grants/pdfs/USFWSFAAwardTermsandConditions12-26-14.pdf>

E. CFDA Identification Number. OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA (Catalog of Federal Domestic Assistance) Number. The Contractor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity. The applicable CFDA Number for the Boating Infrastructure Grant Program is 15.622.

F. Project Sign. At the commencement of the work described in the Work Plan, the Contractor shall erect a sign at the project site noting the state and federal assistance to the project, with specific credit to the Federal Aid in Sport Fish Restoration program and use of the crediting logo identified in 50 CFR 86.75. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).

G. Reporting. All projects must submit an annual, quarterly and a final performance report complying with 43 CFR 12.80 to the State which will forward same to U.S. Fish and Wildlife Service. Quarterly reports are due December 30, March 31, June 30, and September 30. These reports must include the following:

1. Identify the actual accomplishments compared to the objectives for the period.
2. Identify the reason if established objectives were not met.
3. Identify any additional pertinent information, when appropriate, analysis and explanation of cost overruns.

H. Construction Requirements. If the Project described in this Master Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Master Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.
2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36), the New York State Uniform Fire Prevention and Building Code (parts 1219-1228 of Title 19 NYCRR), and such other standards as are specified in Attachment E. Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and

complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

4. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Master Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.

I. User Fees. Following completion of the grant, the Contractor may charge user fees for the facility. Any user fees charged shall be reasonable, consistent with and comparable to fees charged by other facilities for similar use at equivalent facilities. The Contractor shall provide documentation to the State of all fees to be charged for use of the facility and shall provide any additional information upon request as to how the value of the fees was determined. No fees may be charged until the owner receives approval, in writing from the State, and fees may not be increased or modified without the written consent of the State.

Revenues from user fees shall be utilized to offset their cost of operating and maintaining the facility for its useful life. The owner shall establish a separate account for all funds received and expended in connection with the facility, shall preserve such records, and shall permit the State to inspect and audit these records upon request.

J. Post-Completion Requirements. Following completion of the project, the Contractor shall be responsible for maintaining project records for a period of six years after the grant is closed out. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements for their useful life; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to audit records and inspect the project and property for compliance.

K. Single Audit Act. In accordance with OMB Circular A-133, if the Contractor expends more than \$750,000 in a fiscal year beginning on or after January 1, 2015, the Contractor must obtain and submit an audit of grant expenditure records performed in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

L. Nondiscrimination. All activities pursuant to this Master Contract shall be in compliance with Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and with all other federal laws and regulations prohibiting discrimination on grounds race, color, sexual orientation, national origin, disabilities, religion, age, or sex and the Americans with Disabilities Act, which prohibit discrimination against individuals with disabilities.

M. Affirmative Preferences in Contracting. It is a national policy to place a fair share of purchases with minority business firms. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

ATTACHMENT C – WORK PLAN

PROJECT NAME: **Oswego Marina**

CONTRACTOR/SFS PAYEE NAME: **Port of Oswego Authority**

CONTRACT PERIOD: From: **July 1, 2015**

To: **June 30, 2017**

PROJECT DESCRIPTION: Creation of a new gas and pump-out service dock, replacing current structure. Dock shall be approximately 96 feet long by 24 feet wide on the river side, reducing to 9 feet wide on the marina side. Construction consists of demolition and removal of existing structure, driving wall steel piles in Lake Bottom, until it meets refusal, filling pile with concrete, welding steel I beams to the top of piles, and installation of decking and trim. Design to be approved by authority and suitable for marina use within all applicable uses and safety standards.

Fueling piping, potable water, and pumped (sanitary) piping will be recessed in covered trenches below the working surface of the dock. This will prevent the potential for tripping hazards associated with deck-mounted piping, will protect the utilities from accidental damage, and allow for easy access for winterization.

Currently, the Port of Oswego Marina consists of 60 slips, 20 of which are dedicated to transient boaters with slip depths up to 15 feet. With these figures, BIG-eligible expenses equate to 33.33% proration, with a maximum reimbursement of \$100,000.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a contract <input checked="" type="checkbox"/> b grant <input type="checkbox"/> c cooperative agreement <input type="checkbox"/> d loan <input type="checkbox"/> e loan guarantee <input type="checkbox"/> f loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a bid/offer/application <input checked="" type="checkbox"/> b initial award <input type="checkbox"/> c post-award	3. * Report Type: <input checked="" type="checkbox"/> a initial filing <input type="checkbox"/> b material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: [Redacted] * Name: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D. Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor,

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE; BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION. THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE;

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of _____, 200__ as the act and deed of said corporation or partnership.

Legal Notice to Bidders

Funding for this project comes in part through a **U.S. Fish and Wildlife Service** grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Under Article 15A, Executive Law, the State of New York is committed to providing **Minority and Women Owned Business (MWBE)** equal opportunity to participate in government contracts. The following goals have been set for this project: 13% Minority Business Enterprise (MBE) and 17% Women-owned Business Enterprise (WBE). The successful bidder may be required to furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

Addendum One – Port of Oswego - Marina Gas Dock System and Installation for the Oswego Marina

Project Implementation Costs

Include all costs for a Marina Gas Dock System and Installation for the Oswego Marina, Port of Oswego.

Materials (List each item)	Price
Subtotal Materials	

Labor (List each item)	Price
Subtotal Labor	

Services	Number of Days	Price Per Day	Total Price
System Design			
Installation and Testing			
Training			
Other (describe)			
Subtotal Services			

<u>Total Project Pricing:</u>	
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Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. The following goals have been set for this project: 13% Minority Business Enterprise (MBE) and 17% Women-owned Business Enterprise (WBE). Please give totals here, which will be reflected in the total project pricing.

Services/Materials	WBE/MBE	Price