



EXHIBIT A

Certification Regarding Debarment and Suspension

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:
 - a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization



EXHIBIT B

Scope of Services

Request for Qualifications

To Provide Consulting Services to Lead Agency in connection with Coordinated Review under New York State Environmental Quality Review Act for the Construction of Dome 4 - Steel Framed Tension Fabric Covered Warehouse

A. BACKGROUND:

The Port of Oswego Authority (the "POA") is currently underway with construction of a Pre-Engineered, Steel Framed, Tension Fabric Covered Structure ("Dome 4") for use as a dockside warehouse to store bulk commodities received by ship. The construction of Dome 4 is included under the POA's overall \$15m Grain Handling Improvements Project. Construction of Dome 4 began in May of 2021 and was halted by early July of 2021 following the erection of the structures steel framing by a restraining order granted pursuant to an Article 78 proceeding filed by the City of Oswego in the Supreme Court challenging its construction and the City prevailed on the part of its action relating to the SEQR process applicable to Dome 4. The court decision is included for reference as **Attachment 1**.

A SEQR for the full Grain Handling Improvements Project was undertaken and completed with Port of Oswego's Board of Directors issuing a resolution declaring a negative declaration for the project on September 23, 2020. The SEQR Resolution and Backup Documentation for the full Grain Handling Improvements Project are included for reference as **Attachment 2**.

The Dome 4 structure was originally expected to be a 124' diameter by 55' height circular, timber framed domed structure, similar to others currently in-use at the POA's East Dock Facility. Following final design and bidding for construction of Dome 4, the primary supplier and constructor of timber framed circular domes in the nation was no longer in business, thus leaving a significant challenge for the POA to overcome. One bid was received which was significantly higher than estimated and was rejected. Realizing a circular structure meeting their needs and budget was unobtainable, the structure was revised to become a square, pre-engineered steel framed tension fabric covered structure. To account for inefficiencies in bulk storage versus the initially proposed circular structure, its size was increased to be 150' by 150' and 70' in height. The location of the structure on the POA's site did not vary, as the established location is critical because of its dockside proximity to the Oswego River where it can be reached by self-unloading ships. The Dome 4 portion



was re-bid and ultimately awarded by POA; however, the POA did not undertake a SEQR review for the new structure prior to the award.

Attachment 3 graphically describes both the circular Dome 4 and square Dome 4 structure location within the POA's East Dock Facility.

B. COMPLIANCE WITH NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW REQUIREMENTS:

The scope of services shall be provided outlining compliance with all various SEQR steps ranging from the establishment of lead agency to the issuance of a Findings Statement.

It shall be assumed that the existing New York State SEQR regulations will remain in force during this engagement.

C. TASKS AND SCHEDULE

All time periods commence with contract award.

1. Review the provided documents (Attachments 1 thru 3) to become familiarized with the project.
Schedule: 5 days
2. Consult with POA staff and assist in completion of Parts 1 and 2 of the Full Environmental Assessment Form and Coastal Assessment Form for submission for review and approval by POA Board of Directors. Attend working session and Board meetings as requested.
Schedule: Ongoing with completion by POA staff of Part 1 – 15 days and Part 2 – 30 days
3. Determine other involved agencies and prepare and coordinate notice of POA's determination to act as lead agency.
Schedule: 15 days
4. Advise POA on the necessity or desirability of meetings with the public and/or other involved agencies prior to making determination of significance and coordinate and assist in preparing for such meetings.
Schedule: 15 days with updates as necessary
5. Consult with POA staff and assist in completion of a draft Part 3 and recommend a determination of significance, together with a full evaluation of the reasons supporting the recommended determination for submission for review and approval by POA Board of Directors. Attend working session and Board meetings as requested.
Schedule: 60 days



6. Revise or edit the evaluation, as requested.
Schedule: 5 days
7. In the event POA makes a positive declaration, assist POA in scoping for the draft EIS.
Schedule: 20 days
8. Services following scoping will be considered additional work and negotiated and approved by POA prior to proceeding.

D. PRIOR RELATED DOCUMENTS:

Attachment 1 – State Supreme Court of New York Decision;
Index No.: EFC-2021-1024; RJI No.: 37-21-0182

Attachment 2 – SEQR Resolution & Backup Documentation; September 23, 2020.

Attachment 3 – Round and Square Dome 4 Configurations

These Attachments will be available at:

https://cscos-my.sharepoint.com/:f:/p/crode/EsJhXXRcF71OiNKVV9RAD4sB1LwfhCKJpM_EZsmDXClg6w?e=iku58o



EXHIBIT C

Proposer Certification

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Port of Oswego Authority and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Port of Oswego Authority for the required services. The undersigned agrees and understands that the Port of Oswego Authority is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Port of Oswego Authority, its directors, officers, employees or agents unless an agreement is signed by the Port of Oswego Authority.

It is understood and agreed that the Port of Oswego Authority reserves the right to reject consideration of any and all proposals including, but not limited to, proposals that are conditional or incomplete. It is further understood and agreed that the Port of Oswego Authority reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Port of Oswego Authority is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____

Name and Title

Date: _____



EXHIBIT D

STANDARD INSURANCE PROVISIONS

The Proposer and all subcontractors must procure and maintain until final acceptance of the Project by the Port of Oswego Authority, insurance of the kinds and in the minimum amounts hereinafter provided in insurance companies authorized to do businesses in the State of New York, covering all activities in this project. Policies may not be changed or cancelled until 30 days written notice has been given to the Port of Oswego Authority.

Policy(s) must state the name of the insured and a description of the project. Neither the Proposer nor any subcontractor shall perform work on the site until the required insurance certificates have been reviewed and accepted by the Port of Oswego Authority.

The following types and amounts of insurance shall be procured and maintained by the Proposer throughout the duration of the Project:

- a. **Worker's Compensation Insurance** in the amounts required by law to provide protection for employees of the Engineer in the event of job-related injuries.
- b. **Comprehensive General Liability Insurance, including broad form and contractual liability endorsement**, having a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.
- c. **Automobile Liability Insurance** having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.
- d. **Professional Liability or Errors and Omissions Insurance** having limits of \$1,000,000 per claim and \$1,000,000 aggregate liability.

The Port of Oswego Authority shall be named as additional insured with respect to the coverages set forth in (b) and (c) above, on a primary & non-contributory basis.



EXHIBIT E

**State Finance Law Section 139-J And 139-K
Offerer Disclosure of Prior Non-Responsibility Determinations, And The Offerer's
Affirmation Of Understanding And Agreement Pursuant To State Finance Law Forms**

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law § 139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____



EXHIBIT F

CONFLICT OF INTEREST ATTESTATION

Proposer must attest it has read, understood and will comply with the following provisions. The Port of Oswego Authority ("POA") shall have the right to disqualify any proposer to this RFQ or terminate any contract entered into as a result of this RFQ should the POA determine that the Proposer has violated any of these requirements. Please read this form and sign below evidencing your agreement to comply with these provisions.

- A. Gifts and Offers of Employment:** Proposer has not and shall not during this procurement and during the negotiation of any contract resulting from this procurement, offer to any employee, member or director of POA, any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the offer was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director. Proposer may not make any offers of employment or discuss the possibility of such offers with any employee, member or director of POA who is involved in this procurement and/or resulting contract negotiation within at least 30 days from the time that the employee's involvement in this matter closed.
- B. Disclosure of Potential Conflicts:** Proposer shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers/employers of the Proposer or former officers and employees of POA, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, Proposer must describe how it would eliminate or prevent it.
- C. Disclosure of Ethics Investigations:** Proposer must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any ongoing investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Proposer has read and agrees to the above Conflict of Interest provisions:

Signature

Date

Name

Title