



# **Request for Qualifications (RFQ)**

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**

Grain Handling Improvements Project  
PIN 3935.76.301, DR38702

10/25/2021

RFQ - 1



**IMPORTANT NOTICE:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Bidders are prohibited from contact related to this procurement with any Port of Oswego Authority employee other than the designated contacts listed below.

Designated Contacts for this Procurement:

Primary Contact: William W. Scriber, Executive Director

Secondary Contact: Patti Scanlon, Assistant to the Director

All contacts/inquiries shall be made by email to the following address:

[pscanlon@portoswego.com](mailto:pscanlon@portoswego.com)

This RFQ is posted on the Port of Oswego Authority's website: <https://portoswego.com/>



## **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**

#### **I. Introduction**

The Port of Oswego Authority (the "POA"), public benefit corporation established pursuant to Title 2 of Article 6 of Chapter 43-a of the Public Authorities Law of the State of New York (the "State"), as amended (the "Act"). , is seeking Statements of Qualifications from qualified Environmental Planning firms interested in providing consulting services to POA as lead agency in connection with the coordinated review under the State Environmental Quality Review Act (SEQR) of a Type 1 action (the "Project") for the construction of the POA's Dome 4 - steel tension fabric covered warehouse on land owned by POA within the port district (as defined in the Act) located in the City of Oswego, New York. The POA is undertaking SEQR review of this action pursuant to an order of the Supreme Court. See Attachment 1. Proposers interested in providing said services are invited to respond to this request.

The POA reserves the right to amend this Request for Qualifications (RFQ). The POA reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFQ, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the POA. The POA reserves the right to request additional information from any proposer. The POA reserves the right to award negotiated contracts to one or more proposers.

This RFQ is not intended and shall not be construed to commit the POA to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

During the performance of this contract, the proposer,

The POA will only contract with firms that for itself, its assignees, and successors in interest who agree to comply with all non-discrimination statutes and authorities protected by New York State and Federal laws.

#### **II. Proposal Procedures**

##### **A. Anticipated Schedule of Proposal**

The following schedule is for informational purpose only. The POA reserves the right to amend this schedule at any time.

1. Issue RFQ: **10/25/2021**



2. Pre-Proposal Meeting 11/2/2021
3. Proposals Due: 11/24/2021
4. Interviews: 12/6/2021 thru 12/10/2021
5. POA Board Approval: 12/15/2021
6. Contract Signed/Notice to Proceed: 12/31/2021

## B. General Requirements

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. Proposals shall be delivered to the office of the Port of Oswego Authority by email. Emailed, file(s) shall be in Adobe .pdf format.
  - a. Pages shall only be comprised of 8 ½ x 11 letter and/or 11 x 17 tabloid paper sizes to allow for uncompromised printing.
  - b. For file sizes over 10mb, file(s) shall be delivered via a secure file transfer service. The POA is not responsible for any inability to successfully retrieve proposals transferred through a file transfer service
3. Proposal shall be limited to 15 pages (including resumes), single sided, double spaced font not less than 11 point size.
4. Proposals must be signed. Unsigned proposals will be rejected.
5. Submission of the proposals shall be directed to:

**Patti Scanlon**  
[pscanlon@portoswego.com](mailto:pscanlon@portoswego.com)  
on behalf of William W. Scriber, Executive Director

**All proposals must be received on or before 11/24/2021 at 5:00 p.m. Proposals received after the above date and time will not be considered.**

6. Requests for clarification of this RFQ must be written and submitted to Patti Scanlon at [pscanlon@portoswego.com](mailto:pscanlon@portoswego.com) on behalf of William W. Scriber no later than **5:00 p.m. on Wednesday, 11/17/2021**. Formal written responses will be posted by the POA on its website <https://portoswego.com/> on or before **5:00 p.m., Friday, 11/19/2021**. Questions will not be accepted orally or after the deadline.



7. Proposers are strongly encouraged to attend the pre-proposal meeting, which will be held at **10:00 a.m. on Tuesday, 11/2/2021** via Zoom. A zoom invite will be distributed to interested proposers prior to the meeting.
8. Proposers may be required to give an oral presentation to the POA to clarify or elaborate on the written proposal. Presentations will be scheduled during the week of **11/6/2021**. Those proposers will be notified to arrange specific times.
9. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the POA. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the POA.
10. Each proposal must include a fully completed **Exhibit A - Certification Regarding Debarment and Suspension**
11. Each proposal must include a Project Schedule.

### **C. Cost Proposal**

Compensation will be based on actual time and materials incurred with an established not to exceed total fee. The proposal must provide a rate schedule along with a break down of the cost for each task by person-hours allocated to personnel assigned to the respective element as well as the non-personnel and any subcontractor costs estimated for each element. Refer to **Exhibit B - Scope of Services** for more information concerning fee.

### **D. Contact List**

All firms considering preparation of a response to this RFQ should e-mail this fact to the Patti Scanlon [pscanlon@portoswego.com](mailto:pscanlon@portoswego.com) at the Port of Oswego on behalf of William W. Scriber, Executive Director at no later than **5:00 p.m., Friday, 10/29/2021**. This will insure placement on an e-mail list used to distribute any further information or addenda.



### III. Scope of Professional Services Required

Reference should be made to **Exhibit B** of this RFQ for the required Scope of Services.

### IV. Statement Of Rights

#### Understanding

**Please take notice**, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- A. that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Qualifications constitute merely a suggestion to negotiate with the POA is not a bid under Section 103 of the New York State General Municipal Law;
- B. submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the POA for the required services;
- C. by submitting a proposal, the proposer agrees and understands that the POA is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- D. that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the POA, its officials, officers, employees or agents, shall not be binding against the POA, its officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFQ is duly executed by both parties.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the POA reserves the right to, and may at its sole discretion:

- A. reject any or all proposals;
- B. issue amendments to this RFQ;
- C. issue additional solicitations for qualifications or proposals;
- D. waive any irregularities in proposals ;
- E. select any proposal as the basis for negotiations of a contract, and negotiate with one or more of the proposers for amendments or other modifications to their proposals;



- F. conduct investigations with respect to the qualifications of each proposer;
- G. exercise its discretion and apply its judgment with respect to any aspect of this RFQ, the evaluation of proposals, and the negotiations and award of any contract;
- H. enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- I. select the proposal that best satisfies the interests of the POA and not necessarily on the basis of price or any other single factor;
- J. interview none, some or all of the proposer(s);
- K. request or obtain additional information the POA deems necessary to determine the qualifications of the proposer;
- L. modify dates;
- M. All proposals prepared in response to this RFQ are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the POA for the expenses of preparation. The POA assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- N. The POA is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** be received prior to the deadline.

### **Evaluation**

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The POA reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- A. Evaluation of the professional qualifications, experience, personal background and resume(s) of individuals involved in providing services.
- B. Evaluation of the proposer's fee submission.
- C. A determination that the proposer has submitted a complete and responsive proposal as required by this RFQ.



- D. Ease of access to project manager and others providing services.
- E. For the purpose of this project, the proposer, to the extent possible, must follow established State Minority and Women-Owned Business Enterprises (M/WBE) contracting requirements. No less than 30% shall be allocated: 15% for Women-Owned Business Enterprises and 15% for Minority-Owned Business Enterprises in accordance with NY State contract requirements. Only those M/WBE firms that are certified by the NYS Department of Economic Development are eligible under the M/WBE Program. Only the work, services or products provided by M/WBE Firms under code(s) which the M/WBE is certified for, at the time the M/WBE enters into a contract with the Consultant, can be credited towards the contract goal. M/WBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as an M/WBE. A directory of certified firms is available on the Empire State Development website:  
  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- F. Proposer's performance under any previous contractual engagement with the POA.
- G. Reference Checks.
- H. The proposer's presentation at and the overall results of any interview conducted with the proposer.

### **Proposal Certification**

Proposers MUST sign the Proposer Certification attached hereto as **Exhibit C**. Unsigned proposals will be rejected.

No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the POA. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the POA.

### **State Finance Law Section 139-j and 139-k**

State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements") apply to this RFQ. These Procurement Requirements:

- A. govern permissible communications between potential Proposers and POA or other involved governmental entities with respect to this RFQ;





- B. provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and
- C. establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this RFQ.

Compliance with the Procurement Requirements requires that all communications regarding this RFQ, from the time of its issuance through final award and execution of any resulting contract (the "Restricted Period"), be conducted only with the designated contact persons listed herein; the completion by Proposers of the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer's Affirmation of Understanding and Agreement pursuant to State Finance Law; and periodic updating of such forms during the term of any contract resulting from this RFQ. Proposers must submit the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer's Affirmation of Understanding and Agreement pursuant to State Finance Law as part of their submittal. Proposer's shall complete the forms included as **Exhibit E** and include with their submission.

The Procurement Requirements also require POA staff to obtain and report certain information when contacted by Proposers during the Restricted Period, make a determination of the responsibility of Proposers and make all such information publicly available in accordance with applicable law. If a Proposer is found to have knowingly and willfully violated the State Finance Law provisions, that Proposer and its subsidiaries, related or successor entities will be determined to be a non-responsible Proposer and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract. The designated contact account for this solicitation is indicated on the cover of this RFQ.

This is not a complete presentation of the provisions of the Procurement Requirements. A copy of State Finance Law Sections 139-j and 139-k can be found at:

Section 139J: <https://www.nysenate.gov/legislation/laws/STF/139-J>

Section 139K: <https://www.nysenate.gov/legislation/laws/STF/139-K>

All potential Proposers are solely responsible for full compliance with the Procurement Requirements. Both the prime consultant and any sub-consultants must complete the forms required above.



## **Vendor Responsibility Questionnaire**

All Proposers to this RFQ must be “responsible,” which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out its obligations under this RFQ, and in addition must demonstrate that both the Proposer and its principals have and will maintain the level of integrity required to contract with New York State entities such as the Port of Oswego Authority (“POA”). Further, the Proposer must show satisfactory performance of all prior government contracts. Accordingly, the contract to be entered into between POA and the Proposer, if any, shall include clauses providing that the Proposer remain “responsible” throughout the term of the contract, that POA may suspend the contract if information is discovered that calls into question the responsibility of the contracting party, and that POA may terminate the contract based on a determination that the contracting party is non-responsible. On request, model language to this effect will be provided to any Proposer to this RFQ.

To assist in the determination of responsibility, POA requires that all Proposers register in the State's Vendor Responsibility System (“Vend-Rep System”). The Vend-Rep System allows business entities to enter and maintain their Vendor Responsibility Questionnaire information in a secure, centralized database. New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Proposers are to file the required Vendor Responsibility Questionnaire online via the Vend-Rep System or may choose to complete and submit a paper questionnaire. Please include a copy of your Vend-Rep submission receipt or paper questionnaire with your proposal.

To enroll in and use the Vend-Rep System, see the System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the Vend-Rep system online at <https://portal.osc.state.ny.us>. For direct Vend-Rep System user assistance, the Office of the State Comptroller’s Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

Proposers opting to file a paper questionnaire can obtain the appropriate questionnaire from the Vend-Rep website ([http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)) and execute accordingly pertaining to the company’s trade industry. Per the website, Proposers are to “Select the questionnaire which best matches the business type (either For-Profit or Not-For-Profit)and business activity (Construction or Other).”

In addition, please see link to EO-192: <https://www.governor.ny.gov/news/no-192-executive-order-imposing-continuing-vendor-integrity-requirements-state-contracts>



## **Proposal Content**

Proposers are recommended to include answers to the questions listed below. Resumes of key personnel are to be submitted at the end of the response. The individuals whose resumes are submitted are expected to substantially work on the project.

Proposals will be evaluated, generally on responses to the following:

### **A. Qualifications**

1. State clearly proposer firm's experience in advising involved agencies in the State in their review under SEQR of Type 1 actions including without limitation, preparation of EAF, EIS, and findings documents; engaging the public; coordinated review; and evaluation of impacts necessary to insure compliance with SEQR requirements, both procedurally and substantively.
2. State proposer firm's experience advising involved agencies in connection with Article 78 proceedings, actual or threatened, challenging the determination of an involved agency.
3. State proposer firm's experience with actions and SEQR review involving ports, coastal areas, local waterfront revitalization plans and the jurisdiction of State agencies as involved agencies.
4. Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.
5. State any potential conflicts of interest. Include any employment or other relationship your firm has with State or local governments, regulating agencies, or any other entity, which may be perceived as a conflict of interest. Explain why any such potential conflicts of interest would not impact this project.
6. State the office location of the team you would assign to this project. If more than one team is proposed or if team support is to be provided by another office, please explain.
7. List any current or anticipated obligations that may affect the use of the identified personnel proposed for this project.
8. Present how your firm's qualifications would best serve the POA on this Project. Include a project organization chart identifying the proposed team. Include resumes of only those individuals that will be directly involved in the Project. (Resumes should be attached at the end of the proposal.)



9. Indicate what professional or technical subcontractors you would utilize for the project. Indicate where the subcontractors are located and what services they would provide. Describe any experience or familiarity of the subcontractors, which is pertinent to the specific requirements of this project and the basis of your confidence in their ability to perform. If your firm possesses specialty capabilities, which allows work normally subcontracted to be performed in-house, present this information here.
  
10. Provide at least three client references for whom proposer's firm performed similar work to that described in this RFQ. For each reference, describe the project's date, services performed, list of involved agencies, final decision on any Article 78 proceeding, and name, address, telephone number and email address for a person at client's firm familiar with such services.

Include a matrix table that identifies the listed action items and the proposed team and identify the correlation between the listed action items and the proposed project team.

#### B. Project

1. Indicate whether MBE/WBE subcontractors will be included on this project. Identify M/WBE firms being proposed and show what percentage of work is proposed to be assigned to each.
  
2. Please describe any contingencies from achieving the schedule proposed.

#### **Contract**

If and when a selection of a proposer is approved by POA's Board of Directors, a formal written contract will be prepared by the POA and will not be binding until signed by both parties.

#### **Indemnification and Insurance**

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the POA:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- A. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the POA, the Consultant shall indemnify and hold harmless the POA, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions



hereunder by the Consultant or third parties under the direction or control of the Consultant;  
and

- B. To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the POA, the proposer will be required to provide proof of the insurance coverage described in **Exhibit D**.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the POA.

### **Intellectual Property Rights**

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the POA:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the POA all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the POA to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the POA, if required, in perfecting these rights. The Consultant shall provide the POA with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the POA for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the POA’s continued use of the deliverable, or to modify or replace it. If the POA determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the POA. The Consultant may retain copies of such records for its own use.



### **Non-Collusion**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any POA employee, officer or official.

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any POA employee, officer or official.

### **Conflict of Interest**

There shall be no conflicts in existence during the term of any contract with the POA. The existence of a conflict shall be grounds for termination of a contract. Proposer's shall complete the Conflict of Interest Attestation form included as **Exhibit F** and include with their submission.

### **Compliance with Laws**

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state, and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers, and the award of contracts are subject to provisions of all Federal and State laws, rules and regulations.

### **Contents of Proposal**

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFQ may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:



- A. Insert the following notice in the front of its proposal:

**"NOTICE**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.**

**The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the POA considers proper under the law. If the POA enters into an agreement with this proposer, the POA shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."**

and;

- B. clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"\*The proposer believes that this information is protected from disclosure under the state freedom of information law."**

The POA assumes no liability for disclosure of information so identified, provided that the POA has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal that is accepted by the POA, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFQ.

**Effective Period of Proposals**

All proposals shall remain in effect for ninety (90) days from the proposal date.