

REQUEST FOR PROPOSALS – QUALIFICATIONS-BASED SELECTION
ENGINEERING SERVICES – ONEIDA COUNTY SEWER DISTRICT – RESILIENCY ENHANCEMENTS

Oneida County Department of Water Quality and Water Pollution Control

RFP No. 2026-459

September 2026

This Request for Proposals (RFP) is being sent to interested engineering firms (Engineer) to provide Engineering Services to evaluate the ability of the existing wastewater collection, conveyance, and treatment systems to support additional development throughout the Oneida County Sewer District.

Submissions are to be delivered to the following name and address:

Hard Copy to:

Commissioner
Oneida County Department of Water Quality and Water Pollution Control
772 Sewage Plant Rd.
P.O. Box 442
Utica, NY 13503-0442

The envelope for hard copy submissions must be clearly marked “RFP 2026-459 - Oneida County Sewer District - Resiliency Enhancements - Oneida County Department of Water Quality and Water Pollution Control.” Submissions shall include five (5) copies of the response.

And, an Electronic Copy as a Single PDF to: wpc@oneidacountyny.gov

The subject line for electronic submissions must state: “RFP 2026-459 - Oneida County Sewer District - Resiliency Enhancements - Oneida County Department of Water Quality and Water Pollution Control.”

Submissions must be received by no later than 3:00 PM on October 15, 2026. Submissions received after this date and time will not be accepted.

Questions regarding this RFP are to be directed to Dale Lockwood, Chief Operator, by email to dlockwood@oneidacountyny.gov.

Oneida County reserves the right to reject any or all submissions received.

Oneida County, in order to promote its established Affirmative Action Plan, welcomes submissions from underrepresented groups. This RFP is open to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

1.0 DESCRIPTION OF PROPOSED SERVICES

1.1 Oneida County (County), through its Department of Water Quality and Water Pollution Control (Department), administers the functions of the Oneida County Sewer District (District). This includes the management and operation of the Water Pollution Control Plant (WPCP), Sauquoit Creek Pumping Station (SCPS) and Barnes Avenue Pumping Stations (BAPS), and more than 45 miles of interceptor sewer and force main. The District is composed of 15 municipalities who own and operate their own sanitary sewer collection systems.

1.2 The purpose of this RFP is to select a qualified engineering firm to evaluate the ability of the existing wastewater collection, conveyance, and treatment systems to support additional development throughout the District. The County intends to enter a master agreement with the selected Engineer with services authorized on a task order basis.

1.3 Work associated with the first task order will include:

- Conduct a detailed technical assessment under multiple development scenarios of the collection and conveyance systems tributary to the North Utica Interceptor Sewershed and associated impacts to treatment capacity at the WPCP;
- Evaluate whether the existing wastewater collection, conveyance, and treatment systems can support the full buildout of the Marcy Nanocenter site - a 400 +/- acre semiconductor manufacturing site in the Town of Marcy, Oneida County, NY;
- Provide recommendations for infrastructure upgrades that will address both short- and long-term solutions to capacity limitations;
- The feasibility, location, and sizing of a potential wet-weather equalization tank and related conveyance improvements that may be required to support full Marcy Nanocenter site buildout and future industrial users;
- Preliminary engineering concepts;
- Planning-level cost estimates;
- An implementation roadmap;
- A framework for future capital improvements;
- Thirty percent (30%) design of the County's chosen option(s);
- Provide Environmental, Historic, and Smart Growth Review for the chosen option(s) if requested by the County.

1.4 Future task orders may include the following:

- Final design and development of plans and specifications

- Regulatory coordination and permitting assistance
- Bid Phase Services
- Construction Phase Services

2.0 SCOPE OF SERVICES

2.1 This RFP is intended to solicit qualified firms for engineering services for Oneida County's resiliency enhancement projects.

2.2 Services for Task Order No.1 will include the following:

2.2.1 Project Management

Administration

This task allows for the routine management, administration, and coordination of the work efforts for engineering activities. Included in this task is the appropriate coordination with Oneida County and engineering team members, management of the project, funding agency coordination, monitoring of budget and schedule, construction cost control, and administrative assistance to the Department.

Project Meetings and Workshop

An initial meeting with the Department will be conducted to kick-off the project, review the scope of work, and review the schedule for conducting the work. A number of subsequent meetings will be required to meet with the Department, regulators, etc.

Technical Quality Reviews

Technical reviews of the project will be conducted by experienced staff members to review design concept, hydraulics and equipment sizing, coordination amongst trades and bid documents, and constructability/biddability.

Meeting Notes From Project Team Meetings

All project meetings and technical quality reviews will be noted, and meeting minutes will be prepared by the Engineer and distributed to the project team.

2.2.2 Design Development

Site Visits/Condition Assessment

Site visits will be conducted within the project area as needed. Along with these site visits, existing information and documents will be reviewed to begin the work, including record drawings and historical reports.

Survey Base Mapping

Provide survey base mapping as required.

Geotechnical

Soil borings and geotechnical data will be required for all major structures proposed for the project and incorporated into basis of design.

Hydraulic Analysis

Hydraulic analysis will be required in support of proposed upgrades and improvements to the interceptor sewers tributary to the North Utica Interceptor Sewershed.

Alternatives Analysis

An Alternatives Analysis in the form of a Preliminary Engineering Report (“PER”) will be prepared. This report will include the results of the technical assessments performed under multiple development scenarios of the collection and conveyance systems tributary to the North Utica Interceptor Sewershed, associated impacts to treatment capacity at the WPCP, and potential impacts to the County’s current SPDES permit. This will also include preliminary engineering concepts, planning level cost estimates, and implementation roadmap.

Environmental Review

Consultant will prepare all State Environmental Quality Review Act, State Historic Preservation, and Smart Growth Assessment documents and supporting information for the selected alternative. This will include responses to all questions and preparation of findings statements.

Basis of Design Report/Design Development Documents

A Basis of Design Report will be prepared as the deliverable for the design development phase. This report will be inclusive of the proposed improvements, list of regulatory and permitting considerations, equipment features and layouts, site/civil design, hydraulic profile, process and instrumentation diagrams (P&IDs), control descriptions, constructability, cost estimates, and a draft description of how existing facilities will operate.

Design Development Documents submittal is generally defined as 30-percent level of completion design drawings and will also include a preliminary list of specifications that will be included within the construction bid documents.

The design development will be in accordance with the latest edition of the Recommended Standards for Wastewater Facilities (Ten State Standards). The report must be prepared in a format that will be approvable and contain content required by regulatory and funding agencies.

2.3 Engineer's Responsibilities

Engineering Services

The Engineer shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Engineer shall work with the Department's personnel who will indicate system needs and assist in achieving the Department's desired scope of work. The Engineer shall carefully consider the input by the Department's staff but based on the Engineer's own experience and ability, shall be solely responsible for providing a complete and constructable deliverable in accordance with applicable standards/regulations and the requirements of the scope of work. Use of subcontractors is allowed; it is expected that the division of work will be properly coordinated and will be seamless when work products are delivered to Oneida County. Potential for the use of teaming partners and/or subcontractors shall be clearly identified in the submission.

2.4 Oneida County's Responsibilities

Oneida County will, at the Engineer's request, provide information and material on file that is pertinent to the project. Staff will also be available to coordinate with the Engineer.

2.5 Authorization of Work

Oneida County will negotiate a master agreement and subsequent task orders with the selected Engineer.

3.0 SUBMISSION CONTENT AND FORMAT

Each Engineer is invited to respond to this RFP in written and electronic form to the Department. Submissions must be received by the time and date noted in the advertisement. Late submissions will be rejected. Submissions must include:

- A cover letter introducing the Engineer, its relevant knowledge and experience, and an explanation of why it is qualified to perform the tasks required by this RFP;
- The actual legal name of the proposing entity, its corporate form, its state of incorporation, the legal name of all parent entities, and the address of its principal place of business;
- A listing of the Engineer's primary team personnel and qualifications, including all professional licenses and certifications. Include only those who will be actively engaged in the project;
- A project listing and description of the Engineer's experience on the design and construction of wastewater collection and treatment facilities including project experience with wet weather storage systems;
- A detailed discussion on the Engineer's approach to undertaking the scope of work of this project;
- A discussion on the Engineer's experience and approach to administering funding agency requirements, including collection and submission of required documents;

- Three references, including email addresses and phone numbers, of clients previously or currently served by the Engineer, preferably from municipal or governmental clients; and
- Signed originals of the Required Certifications enclosed as Appendix A.

By responding to this RFP, the Engineer expressly agrees to the terms of the RFP documents, including the Addendum included herewith, "Standard Oneida County Conditions."

DO NOT SUBMIT PRICE OF FEE PROPOSALS. ANY SUBMITTAL CONTAINING COST OR PRICING INFORMATION WILL BE DISQUALIFIED.

3.1 Qualifications

The Engineer must reserve for this project at least one Professional Engineer licensed by the State of New York.

The Engineer must demonstrate within its statement of qualifications that they have the staff (in-house or subcontracted) to meet the intent of the proposed contract and to complete the work within the timeline listed in Section 4.0 of this RFP.

3.1.1 Team Qualifications

Include a list of your proposed key team members along with a brief statement of their background and experience. Resumes of only key team members who will be involved in the day-to-day assignments may be submitted. Limit resumes to one page of relevant experience.

3.1.2 Engineer Qualifications

A list of the Engineer's experience on the design and construction of wastewater collection and treatment facilities including wet weather storage systems.

3.2 Technical Approach

The scope of work for Task Order No. 1 is generally described in Section 2.0. The Engineers shall define their technical approach to accomplishing the goals of this RFP based on the Engineers' knowledge and experience.

3.3 Local Participation

For purposes of this RFP, Oneida County requires that the local office of the selected Engineer be located no further than 250 miles from the Oneida County Water Pollution Control Plant.

Additionally, no less than 80-percent of the work is to be performed from the local office. Work performed by subcontractors located within 250 miles of the Oneida County Water Pollution Control Plant will count toward the 80-percent.

3.4 M/WBE / SDVOB Participation

Task Order No. 1 will be funded in part by the Economic Development Fund as administered by Empire State Development (ESD). As such, ESD's Non-Discrimination & Contractor and Supplier Diversity policy applies to this project. The Engineer shall comply with 5 NYCRR § 142.8 to achieve an overall Minority and Women-owned Business Enterprise (MWBE) participation goal of thirty percent (30%). Additional information can be found at: <https://esd.ny.gov/participation-requirements-new-york-state-certified-mwbbs>. The Engineer shall also comply with 9 NYCRR § 252.2(n) to achieve an overall NYS-Certified Service-Disabled-Veteran-owned Business Enterprises (SDVOB) participation goal of six percent (6%); the same being in addition to the MWBE goal. Additional information can be found at: <https://esd.ny.gov/participation-requirements-new-york-state-certified-sdvobs>.

4.0 PROJECT SCHEDULE

Selection/Award:	December 2026
Alternatives Analysis Report:	March 2027
Basis of Design Report/Design Development Documents:	May 2027

5.0 ENGINEER SELECTION PROCESS

The Department will review the submissions and will rate them based on the following criteria:

- Engineer/Team Qualifications:	20 points
- Key Personnel Qualifications/Experience/References:	25 points
- Technical Approach:	35 points
- Main Office/Staff Locality:	<u>20 points</u>
Maximum Score:	100 points

The Department will select at least three Engineering Firms considered to be the most highly qualified to provide the required services. Interviews with those firms may be conducted. Contract negotiation with the highest ranked Engineering Firm will commence to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered. In the event that a contract cannot be negotiated with the highest ranked Engineering Firm, negotiations will then proceed with the next highest rank Engineering Firm, and so on.

The Engineer and any subcontractors agree that should it be awarded a contract it will not discriminate against any person who performs work under this contract because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

6.0 The Engineer expressly warrants to Oneida County that it has the ability and expertise to perform its responsibilities under this contract, and in doing so will use the highest standards of professional workmanship.

- 7.0 By responding to this RFP, the Engineer agrees to accept all the terms and conditions of the RFP documents. The Engineer agrees to complete all work in a timely manner as specified or indicated in the documents for the agreed upon scope and price.
- 8.0 Oneida County reserves the right to reject any or all submissions, to waive any informality or technical defect in the submissions, or to award the contract in whole or in part if deemed to be in the best interest of Oneida County to do so. Unsuccessful Engineers may request an explanation of the reasons why an award was not made to them.
- 9.0 Oneida County reserves the right to reject any submission if the information submitted by, or investigation of, such Engineer fails to satisfy the County that such Engineer is properly qualified to carry out the obligations of the contract, that the Engineer has the experience required to perform the contract (as determined by the County in its sole discretion), and to complete the work contemplated therein. Oneida County further reserves the right to reject any submission where the Engineer's references provide negative, reluctant, or equivocal information concerning the Engineer's previous performance.
- 10.0 The County reserves the right to refuse to accept packets from Engineers who have previously failed to complete contracts within the time frame required or have previously performed work in an unsatisfactory manner. A submission may be rejected if the Engineer cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A submission may be rejected if the Engineer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 11.0 The successful Engineer will be required to enter into and sign an Agreement with Oneida County. This RFP and the responding submission of the successful Engineer will become part of the Agreement and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed contract.
- 12.0 No successful Engineer to whom a contract is awarded shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest therein, including the performance of the contract or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of Oneida County. In the event the Engineer shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title and interest therein, including the performance of the contract, or the right to receive monies due or to become due, or its power to execute such contract to any other person or corporations, or upon receipt by Oneida County of an attachment against the Engineer, the County of Oneida shall be relieved and discharged from any and all liability and obligation under or arising from the contract with such Engineer, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract to the fullest extent permitted by law.
- 13.0 Insurance

Engineer shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Engineer shall maintain said CGL coverage for itself and the additional insureds for the duration of the Agreement and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.
- Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.
- Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million (\$2,000,000) in the aggregate.
- Waiver of Subrogation: Engineer waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- Engineer shall not perform any services until they have provided to County certificates of insurance evidencing such coverage. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Engineer’s policies. The certificates shall be on forms approved by County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Engineer of any of the insurance requirements, nor decrease the liability of Engineer. County reserves the right to require Engineer to provide insurance policies for review by County. Engineer hereby grants County a limited power of attorney to communicate with Engineer’s insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

14.0 Assumption of Risk and Indemnification

- Engineer solely assumes all risks in performing the services.
- Engineer shall indemnify, hold harmless and defend the County, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to the Engineer's services under the Agreement to the extent caused by any negligent or culpable act or omission of the Engineer or the Engineer's officers, agents, employees, servants, or subcontractor(s). In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by the County's negligence, the County shall indemnify and hold harmless the Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both the County and the Engineer, or its subcontractor(s), the County and the Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of the County and the Engineer or as determined by adjudication of comparative negligence.
- Neither the termination of the Agreement nor the making of the final payment shall release Engineer from its obligations under this Section. The enumeration elsewhere in the Agreement of particular risks assumed by Engineer or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Appendix A

Required Certifications

Engineer Must Sign and Submit Each Certification with its Submission

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all submissions that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any submissions submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Respondent") or other parties for their expenses incurred in the preparation of a submission or otherwise. Submissions will be prepared at the sole cost and expense of the Respondent.
3. Submission of a submission will be deemed to be the consent of the Respondent to any inquiry made by the County of third parties with regard to the Respondent's experience or other matters relevant to the submission.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved submission shall be requested in writing by the Respondent prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this submission, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Respondents acknowledge that the County is subject to Section 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Respondents are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
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.

I further certify that I have not, nor has my organization been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, submission or other response to a solicitation for bid or submission that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title