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**Request for Proposals for Professional Engineering Services  
in connection with OCRRA's Operational Oversight of the  
Onondaga County Resource Recovery (Waste-to-Energy) Facility**

**August 19, 2010**

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**Deadline for the Submission of Proposals -  
October 6, 2010 at 4:00 PM**

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

**Contact Person:** Ms. Rusty Hunt  
Telephone: 315-453-2866  
Fax: 315-453-2872  
[www.ocrra.org](http://www.ocrra.org)

# **Section 1 – Background Information**

## ***Introduction***

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

The Onondaga County Resource Recovery Facility (“Facility” or “WTE Facility”) is located along Rock Cut Road in Jamesville, New York. The WTE Facility is operated by Covanta Onondaga, L.P. (formerly Ogden Martin Systems of Onondaga, L.P.). More information about the WTE Facility is accessible at [http://www.ocrra.org/about\\_annual\\_reports.asp](http://www.ocrra.org/about_annual_reports.asp).

## ***Statement of Purpose***

OCRRA is soliciting proposals for professional engineering services in connection with operational oversight at the Onondaga County Resource Recovery Facility for calendar year 2011 with renewals at OCRRA’s option for 2012 and 2013. OCRRA will consider only proposals for which the Proposer demonstrates sufficient expertise and experience, as deemed necessary and appropriate by OCRRA, and submits cost-efficient estimates for executing those identified work activities.

## ***Public Disclosure***

Prior to Consultant selection, all information contained in the main body of the proposal shall be considered confidential and not, to the extent permitted by applicable laws and regulations, subject to public disclosure due to the fact that the information will directly affect contractor selection.

The final proposals, including any appendices, will be matters of public record and will be treated as such.

## ***Target Dates***

The following schedule shows the target dates for performance of the work:

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issuance of RFP	August 19, 2010
Deadline for questions regarding the RFP	September 1, 2010
OCRRA posts responses to questions	September 8, 2010
Proposal Due	October 6, 2010
Operations Committee - Vendor Recommendation	October 20, 2010
Board Meeting - Vendor Approval	November 10, 2010
Term of Initial Contract	Calendar Year 2011
Renewal Terms, at OCRRA's Option	Calendar Years 2012 and 2013

## ***Designated Contact Person***

All inquiries and contacts during the procurement period shall be directed to the Designated Contact Person, Ms. Rusty Hunt, via fax (315) 453-2872. Interested parties and their agents and representatives are directed not to contact or lobby members of the Board of Directors of OCRRA or any other OCRRA staff members regarding this RFP. Please reference the document entitled "State Finance Law Procurement Compliance Form," found in Attachment B, for all contact information provisions.

## **Section 2 – Scope of Services**

Services to be provided upon execution of final contract consist of the following major tasks:

### ***A – Facility Site Inspections***

Consultant shall provide an experienced senior-level engineer for a comprehensive 2-3 day site visit during the Facility's annual spring boiler outages. Services may also be requested for the Facility's fall boiler outages. ***The senior-level engineer must have a minimum of 8-years experience with WTE facility inspections and extensive knowledge of all components of WTE facilities including boilers, turbine-generators, and air pollution control equipment. The engineer must also have all of the necessary training and certifications for internal boiler inspections.***

During the Facility inspection, the engineer shall gain the appropriate information to assess the condition of the boilers, turbine-generator, and balance of the Facility and to evaluate the performance of the same. It should be assumed that Covanta, the operator of the Facility, will provide access to Facility reports, performance data, and records, as necessary. The Consultant shall also communicate directly with Covanta to understand the planned outage schedule and scope of work. A log of observations, notes, and comments shall be maintained during the Facility inspection and photographs shall be taken to document the condition of the Facility.

Within three weeks following the Facility site inspection, the Consultant shall prepare and submit to the Agency Engineer a comprehensive letter report detailing observations of Facility operations, scope of work performed by Covanta and contractors during the outage, and recommendations for improving Facility performance. The report shall also reference and include a log of photographs taken during the inspection. The report shall conclude whether the Facility operations are satisfactory with respect to contractual requirements, regulatory requirements, and generally accepted industry standards for performance and maintenance.

### ***B – Observation of Air Emissions (Stack) Testing***

Consultant shall provide an experienced engineer/scientist for one week (Monday through Friday) of full-time, on-site observation of stack (air emissions) testing performed annually. Although the exact date of the next stack test has yet to be determined, air emissions testing has generally been performed in the month of May. ***The engineer/scientist must have a minimum of 5 years experience with on-site stack testing at WTE facilities.***

Prior to the start of actual stack testing, the engineer/scientist shall conduct a brief review of the applicable test protocols for familiarity during testing activities. This protocol will be provided to the Consultant by OCRRA and the review should take a maximum of 3 hours.

For each day during stack testing activities, the engineer/scientist shall evaluate whether the plant is operating under normal conditions during testing, and whether the testing is being performed in general conformance with accepted standards/protocols approved by NYSDEC and USEPA. A log of observations, notes, and comments shall be maintained during the stack testing oversight, and a daily summary memo shall be provided to the Agency Engineer after each day of stack testing. The daily memo shall include operational Facility data obtained from the control room, a summary of testing activities, a description of any problems during testing, a list of people observing testing activities, and any other pertinent information.

## **C – Observation of Ash Residue Sampling**

Consultant shall provide an experienced engineer/scientist for on-site observation of ash residue sampling conducted twice annually. Although each semi-annual ash sampling event may be performed over a 5 or 10 day period, OCRRA anticipates having the engineer/scientist conduct on-site observations for two days, each consisting of 4-5 hours of on-site time, for each semi-annual sampling event. ***The engineer/scientist must have a minimum of 2 years experience with ash residue sampling at WTE facilities.***

During each of the two days on-site, the engineer/scientist shall observe the collection of several hourly composite samples, as well as one shift composite sample. The engineer/scientist shall also evaluate whether the plant is operating under normal conditions during sampling activities, and whether the sampling is being conducted in conformance with protocols. A log of observations, notes, and comments shall be maintained during the ash sampling oversight.

Following each semi-annual sampling event, the engineer/scientist shall prepare a memorandum describing the sampling activities observed, any noted discrepancies, and operational Facility data obtained from the control room. If there are noted discrepancies, the engineer/scientist shall make a statement assessing whether the noted discrepancies should have any material impact on the sample quality.

## **D – General Technical Assistance**

Consultant shall provide technical engineering services as requested by OCRRA, including reviewing operations of the WTE Facility on an as-needed basis. Such assistance shall be provided by senior-level engineers with expertise in solid waste management systems and WTE plants. ***The senior-level engineer must have a minimum of 8 years experience with reviewing the daily operations at WTE Facilities.***

## **E – General Contractual Assistance**

Consultant shall provide contractual assistance as requested by OCRRA, including reviewing contract language for technical interpretation. Such assistance shall be provided by senior-level engineers with expertise in solid waste management systems and WTE plants. ***The senior-level engineer must have a minimum of 8 years experience with provisions typically found in contractual agreements between WTE plant owner/operator and municipalities responsible for local solid waste management.***

# **Section 3 – Proposal Requirements**

## ***Deadline***

Proposals must be received by **4:00 p.m.** on **October 6, 2010**.

## ***Submittal Address***

Proposals should be enclosed in a sealed envelope, plainly marked and addressed as follows:

### **PROPOSAL – WTE ENGINEERING SERVICES**

**Ms. Rusty Hunt, CONTACT PERSON  
Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212**

## ***Copies***

Proposer shall submit **three (3) copies** of the complete proposal.

## ***Inquiries***

All inquiries and questions regarding this RFP shall be through the designated Contact Person: Ms. Rusty Hunt via FAX at (315) 469-6037 by 4:00 p.m. on September 1, 2010.

OCRRA will post responses on its website at [http://www.ocrra.org/about\\_procurements.asp](http://www.ocrra.org/about_procurements.asp) by September 8, 2010.

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

## ***Costs to Respond to RFP***

The Proposer is responsible for all costs associated with the preparation of a proposal. None of these costs will be the responsibility of the Agency.

## ***Prevailing Wages***

Where applicable, the Contractor shall pay its employees the prevailing wages for work, labor or services as required by New York Labor Law Article 8 and Article 9.

## ***Sales Taxes***

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

## ***Warranty of Services***

Notwithstanding inspection and acceptance by OCRRA, the Contractor warrants that all services performed under this Contract shall be free from defects in workmanship and conform to the requirements of this Contract. Upon written notice of any defect from OCRRA, the Contractor shall correct or re-perform any defective or nonconforming services at no cost to OCRRA and any services corrected or performed by the Contractor pursuant to this clause shall be subject to all the provisions of this warranty to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, OCRRA may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred to OCRRA thereby or obtain an equitable adjustment in the Contract price.

## ***Insurance Requirements***

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

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

### ***Notice of Insurance Termination or Cancellation***

The foregoing insurance coverage shall not be terminated or cancelled unless OCRRA is given thirty (30) days prior written notice by the insurance carrier.

### ***Additional Insured***

It is required of the successful proposer that OCRRA be added, by endorsement, as an "additional insured" on the General Liability and Automobile Liability.

## **Section 4 – Proposal Organization/ Contents**

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

- Part 1 – Statement of Services and Demonstration of Expertise: The proposal shall describe the services to be performed by task (A-E). It shall also mention any specific reductions or enhancements to the scope of work that the Consultant believes to be appropriate based upon experience. The proposal shall thoroughly demonstrate qualifications and expertise by task.
- Part 2 – Project Team Overview: The proposal shall provide a summary of the project team, identifying the role of each team member with respect to the service tasks and providing a detailed description of each team member’s specific WTE experience. Consultant shall also provide the office location of each team member and may include project team resumes if desired. One project team member shall be designated to perform each task. OCRRA recognizes that for reasons beyond the Consultant’s control, the designated person to perform the work tasks when needed. Consultant shall provide in its Proposal the name(s) of another replacement individual with at least the same level of experience identified in the work task descriptions.
- Part 3 – Client References: The proposal shall provide a list of clients for whom similar work has been completed over the last 10 years, including the length of the contract with each client, contact names, telephone numbers, and email addresses. OCRRA may contact these references for additional information.
- Part 4 – Completed and Signed Pricing Form (Attachment A)
- Part 5 – Sample Report(s)/Supplemental Materials: OCRRA relies upon the Consultant’s reports/memos to document the services provided (*i.e.*, Facility inspections, ash sampling oversight, stack testing oversight) and, as such, the quality of these reports is important. The Consultant is encouraged to provide sample reports to demonstrate the quality of services and reporting to be provided, especially reports that are relevant to the specified tasks. The Proposer may feel free to redact references to facility and/or client names and any other sensitive information within the provided sample reports. Other materials that the Proposer desires as supporting documents may also accompany the proposal. This Part may also include Minority and/or Woman-Owned Business Enterprise (M/WBE) Certification or a description of your firm plans to incorporate the use of M/WBEs in this project.
- Part 6 – Completed and Signed Forms (Attachment B)

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

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

## Section 5 – Selection Criteria

All proposals are, **at a minimum**, to conform to the Scope of Work described in this RFP.

The following selection criteria will be used in evaluating the proposals:

- 30% - Project Team's Technical Expertise with WTE Facilities
- 30% - Project Costs
- 20% - Project Team's Contractual Expertise with Municipal WTE Facilities
- 15% - Quality of Sample Report(s)
- 5% - Minority and/or Woman-Owned Business Enterprise (M/WBE) Certification

OCRRA shall have the option of selecting one or more Consultants to perform the identified work activities described in this RFP by assigning specific tasks to each Consultant so selected. The Proposer, therefore, shall assign costs to each of the 5 identified work activities (Tasks A - E) described in Section 2 of this RFP. Costs for Tasks A – C shall be identified by: the number of hours and associated rate, total salary costs, travel costs, and other expenses. Costs for Tasks D and E shall be identified by the hourly rate. The final contracts for engineering services will be specified on a total annual not-to-exceed cost basis, however the hourly rates specified in the Proposal will be included.

# Attachment A– Proposal Pricing Sheet

	Year 1 - 2011	Year 2 - 2012	Year 3 - 2013
<b>TASK A - Facility Site Inspections</b>			
On-Site Hours/Rate			
Travel Hours/Rate			
Reporting Hours/Rate			
Admin. Hours/Rate			
Total Salary Costs			
Travel Costs			
Other Costs			
Totals Task Costs			
<b>TASK B - Observation of Air Emissions (Stack) Testing</b>			
Review Hours/Rate			
On-Site Hours/Rate			
Travel Hours/Rate			
Memo Prep. Hours/Rate			
Total Salary Costs			
Travel Costs			
Other Costs			
Total Task Costs			
<b>TASK C - Observation of Ash Residue Sampling</b>			
On-Site Hours/Rate			
Travel Hours/Rate			
Memo Prep. Hours/Rate			
Total Salary Costs			
Travel Costs			
Other Costs			
Total Task Costs			
<b>TASK D - General Technical Assistance</b>			
Hourly Rate			
<b>TASK E - General Contractual Assistance</b>			
Hourly Rate			

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **Attachment B– Required Forms**

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

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



## CERTIFICATE OF NON-COLLUSION

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

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

(1) The prices in this bid/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

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

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

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

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

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

BY:

\_\_\_\_\_  
Signature

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

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

Dated \_\_\_\_\_, 2010

## Vendor Information Regarding

### State Finance Law Procurement Compliance Provisions

OCRRA Procurement Regarding: Waste-to-Energy Engineering Services

OCRRA Designated Procurement Contact Person(s): Ms. Rusty Hunt

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

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

Rev. 10/15/2009

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

OCRRA Procurement regarding: Waste-to-Energy Engineering Services

OCRRA Designated Procurement Contact Person: Ms. Rusty Hunt

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

*(For Vendor Use)*

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

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

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

No

Yes

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

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

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

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

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

No

Yes

