

REQUEST FOR PROPOSALS
- GENERAL ENGINEERING SERVICES
- SCADA SUPPORT SERVICES

Oneida County Department of Water Quality and Water Pollution Control

RFP No. 2023-332

February 2023

This Request for Proposals (RFP) is being sent to interested engineering and consulting firms for providing General Engineering and/or SCADA Support Services on an as-needed basis.

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

Hard Copy to:

Commissioner
Oneida County Department of Water Quality
and Water Pollution Control
51 Leland Avenue
P.O. Box 442
Utica, NY 13503-0442

The envelope for hard copy proposals must be clearly marked “Proposal for General Engineering and/or SCADA Support Services—Oneida County Department of Water Quality and Water Pollution Control.”

Or, Electronic Copy to: WPC@ocgov.net.

The subject line for electronic proposals must state: “Proposal for General Engineering and/or SCADA Support Services— Oneida County Department of Water Quality and Water Pollution Control.”

All proposals must be received by no later than 11:00 AM. on February 28, 2023. Proposals received after this date and time will not be accepted.

Questions regarding this RFP are to be directed to the Commissioner in writing (wpc@ocgov.net). The deadline for receipt of questions is February 21, 2023. The County will circulate its responses to questions to all proposers.

1.0 DESCRIPTION OF PROPOSED SERVICES

- 1.1 Oneida County, through its Department of Water Quality and Water Pollution Control, 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 (SCPS) and Barnes Avenue Pumping Stations (BAPS), and in excess of 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 Oneida County is completing a nearly \$380 million capital program to upgrade and expand the WPCP, SCPS, and BAPS in conjunction with compliance of a consent order issued by the New York State Department of Environmental Conservation.
- 1.3 Separate from the consent order compliance program, Oneida County wishes to obtain engineering consulting services under a General Engineering Services Agreement. The County intends to award one or more contracts to a qualified engineering firm(s) in order to provide a pool of technical resources that will support Oneida County staff in undertaking emergency and small projects related to Oneida County-owned wastewater infrastructure. Assignments will be made at the sole discretion of Oneida County on a task order basis as the need arises.
- 1.4 In addition, during the aforementioned upgrades, Oneida County's facilities have been outfitted with a Wonderware SCADA system, a WIN911 SCADA Alarm Dialer system, as well as Allen Bradley ControlLogix PLCs. Oneida County wishes to obtain consulting services under a SCADA and PLC Support Services Agreement. The County intends to award a contract to a qualified firm(s) in order to provide technical resources that will support Oneida County staff in undertaking control and graphics modifications, emergency support, and system maintenance related to Oneida County-owned SCADA and PLC infrastructure. Assignments will be made at the sole discretion of Oneida County as the need arises.
- 1.5 Because of the potential for a broad range of service that could be requested, it is not anticipated that any one firm may be able to supply the local resources necessary to achieve the objectives of this solicitation. Therefore, Oneida County, at its sole discretion, may award more than one contract based on the portfolio of services that the various respondents are able to provide.

2.0 SCOPE OF SERVICES

2.1 This Request for Proposal is intended to solicit consulting services to Oneida County's wastewater facilities and sanitary sewer collection system including engineering support services, environmental compliance support services, SCADA and PLC support services, and other services as may be required.

2.2 Services may include the following:

2.2.1 Engineering Services

- Preparation of engineering analyses and reports.
- Value Engineering.
- Design (30%, 60%, 90% and/or final design) of small projects including biddable documents.
- Review and evaluation of specific products or equipment being considered for possible application.
- Preparation of CADD drawings and sketches in support of Oneida County facility planning efforts.
- Development of biddable documents in support of an easement maintenance program along the 45 miles of Oneida County interceptor sewer and force main routes.
- Environmental permit application and/or renewal assistance.
- Preparation of reports and responses to/for regulatory agencies.
- Ecological services.
- Construction inspection/observation services.
- Other related services as may be requested by Oneida County.

Engineering services Work will be assigned on a task order-based system.

2.2.2 SCADA and PLC Support Services

- Making graphics or control changes to the County's SCADA or PLC systems.
- Providing on call emergency support for issues pertaining to SCADA, and PLC systems.
- Maintaining the SCADA and PLC systems with updated software and firmware as needed.
- Assist in troubleshooting controls issues with facility staff.
- Other related services as may be requested by Oneida County.

Work will be performed on an as needed basis under the terms of the Agreement. Issuance of individual task orders is not anticipated.

2.3 Consultant's Responsibilities

2.3.1 Engineering Services

For each Task Order authorized, the consultant shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The consultant shall work with Oneida County personnel who will indicate system needs and assist in achieving the Oneida County's desired scope of work. The consultant shall carefully consider the input by Oneida County's staff but based on the

consultant's own experience and ability, shall be solely responsible to provide a complete and workable/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 seamless when delivered to Oneida County under one Contract with the consultant. Potential for use of teaming partners and/or subcontractors shall be clearly identified in the proposal and issuance of task orders will require a listing of the proposed team for approval by the County prior to issuance.

2.3.2 SCADA and PLC Support Services

The consultant shall provide all services to complete the tasks assigned to them, and when necessary, respond to emergency phone calls in a timely manner which may include nights, weekends, or holidays. Most of the work will be done remotely through a County provided VPN (virtual private network). The consultant shall work with Oneida County personnel who will indicate system needs and assist in achieving Oneida County's desired scope of work. The consultant shall carefully consider the input by Oneida County's staff, but based on the consultant's own experience and ability, shall be solely responsible to provide a complete and useable end product. Coordination of vendors may be required; however, any costs must be approved by Oneida County in advance.

2.4 Oneida County's Responsibilities

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

2.5 Authorization of Work

2.5.1 Engineering Services

Oneida County will negotiate the scope of services and the cost basis with the selected consultant prior to the authorization of a contract or task order. The method of payment for individual task orders under this Contract shall be based on an approved:

- Lump sum fee; or
- Time and Material fee (Payroll x multiplier or Billing Rate schedule)

Time and Material fee will be based on a not to exceed amount for each task order, including subcontracting costs (maximum 5-percent mark-up) and other direct costs/expenses (with no markup allowed).

2.5.2 SCADA and PLC Support Services

Oneida County will negotiate the scope of services with the selected Consultant prior to the authorization of an assignment. The method of payment under this Contract shall be based on an approved Billing Rate schedule.

2.6 Monthly Invoices

Itemized invoices are to be submitted monthly. Include a brief project report in bullet/outline format with each invoice.

3.0 PROPOSAL CONTENT AND FORMAT

Each consultant is invited to submit a proposal in written or electronic form to Oneida County. Proposals must be received by the time and date noted in the advertisement. Late proposals will be rejected. Proposals must include:

- a) A cover letter introducing the firm, its relevant knowledge and experience, and an explanation of why it is qualified to perform the tasks required by this RFP;
- b) 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;
- c) A listing of the consultant's primary team personnel and qualifications, including all professional licenses and certifications;
- d) A list of services that the consulting firm/team can provide;
- e) A brief discussion on general approach to project performance;
- f) The consultant's proposed fee multiplier and representative billing rate sheet;
- g) Three references, including email addresses and phone numbers, of clients previously or currently served by the consultant, preferably from municipal or governmental clients; and
- h) Signed originals of the Required Certifications enclosed as Appendix A.

By submitting a proposal, the proposer expressly agrees to the terms of the RFP documents, including the Addendum included herewith, "Standard Oneida County Conditions."

3.1 Qualifications

Oneida County encourages small firms to submit proposals.

The consultant must demonstrate within their statement of qualifications that they have the staff (in-house or subcontracted) to meet the intent of the proposed contract. Should a consultant wish to be considered for certain aspects of the overall scope of work based on its portfolio of services, please clearly indicate those aspects in your proposal. Documented satisfactory prior project experience with Oneida County is desired.

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 Firm Qualifications

Include a brief listing of representative projects with services provided.

3.2 Technical Approach

Understanding the scope of work is not fully defined at this time, please provide a brief statement that describes your general approach to undertaking the various potential services listed in Section 2.0 Scope of Services. Include a discussion on how your firm is able to start and complete assignments in a timely manner. If you are requesting consideration for only specific types of services, then structure your response accordingly.

3.3 Local Participation

For purposes of this RFP, Oneida County requests that the local office of the selected firm (or firms) be located no further than 75 miles from the Oneida County Water Pollution Control Plant.

Additionally, no less than 80-percent of the potential task orders is to be performed from the local office. Work performed by subconsultants/subcontractors located within 75 miles of the Oneida County Water Pollution Control Plant will count toward the 80-percent.

3.4 MWBE Participation

Oneida County encourages that respondents make every good faith effort to promote and assist the participation of New York State certified Minority and Women-Owned Business Enterprises (MWBE) as subcontractors/subconsultants. MWBE participation will be a priority in evaluating responses to this RFP.

3.4.1

Oneida County will consider prime consultants and subconsultants who have applied for New York State MWBE certification and whose applications are complete or are in the review/approval process.

3.4.2

Refer to Section 6.0 –Consultant Selection Process for information on additional scoring credit for MWBE firms who submit proposals.

4.0 SCHEDULE AND LENGTH OF SERVICE

It is anticipated that this contract will commence on or about April 1, 2023 and extend through December 31, 2023. At Oneida County's discretion, the contract may be renewed annually up to four (4) additional times for a maximum possible duration of five (5) years.

5.0 PROJECT BUDGET AND CONSULTANT FEES

Oneida County has allocated a combined maximum of \$130,000 in fiscal year 2023 toward consultant fees for General Engineering and SCADA Support Services. The expenditure of that allocation will be managed by Oneida County via the issuance of task orders. Oneida County does not guarantee, and consultants should not expect, that any or all of the \$130,000 will be authorized to the consultant for expenditure.

The consultant is to include a billing rate sheet and fee multiplier for Year 1 of this contract. Billing rates and fee multipliers shall be inclusive of all labor and overhead costs. Include a list of reimbursable expenses.

6.0 Consultant Selection Process

Oneida County will review the submitted proposals and will rate them based on the following criteria:

- Firm/Team Qualifications:	20 points
- Key Personnel Qualifications/Experience/References:	20 points
- Technical Approach:	20 points
- Main Office/Staff Locality:	20 points
- <u>Reasonableness of Billing Rates and Fee Structures</u> :	<u>20 points</u>
Maximum Score:	100 points

Additional credit will be given to MWBE firms who submit proposals as a Prime Consultants:

- Prime Consultant MWBE Certification (see 3.4.1):	20 points
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7.0 The consultant and any subcontractors/subconsultants 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.

8.0 The consultant 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.

9.0 By submitting a proposal, the proposer agrees to accept all the terms and conditions of the RFP documents. Proposer agrees to complete all work in a timely manner as specified or indicated in the documents for the agreed upon scope and price.

- 10.0 Oneida County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, 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 proposers may request an explanation of the reasons why an award was not made to them.
- 11.0 Oneida County reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract, that the proposer 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 proposal where the consultant's references provide negative or equivocal information concerning the consultant's previous performance.
- 12.0 The County reserves the right to refuse to issue proposal documents or accept packets from proposers who have previously failed to complete contracts within the time frame required or have previously performed similar work in an unsatisfactory manner. A proposal may be rejected if the proposer 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 proposal may be rejected if the proposer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 13.0 The successful consultant will be required to enter into and sign an Agreement with Oneida County (see attached "Master Agreement for Engineering Services" for an example (subject to change in the County's sole discretion)). This RFP and the responding proposal of the successful consultant 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 conflict with the signed and fully executed contract.
- 14.0 No successful proposer 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 the Oneida County Purchasing Agent. In the event the proposer 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 proposer, the County of Oneida shall be relieved and discharged from any and all liability and obligation under or arising from the contract with such proposer, 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.
- 15.0 Insurance and Indemnification – refer to the attached "Master Agreement for Engineering Services" for requirements regarding insurance and indemnification.

Appendix A

Required Certifications

Proposer Must Sign and Submit Each Certification with its Proposal

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 proposals 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 proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant’s experience or other matters relevant to the proposal.
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 proposal shall be requested in writing by the Applicant 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 proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants 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 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 "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of 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 "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of 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 "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of 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 "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of 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, proposal or other response to a solicitation for bid or proposal 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 "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name

	Title