

ONONDAGA COUNTY

DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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REQUEST FOR PROPOSAL

**Harbor Brook Pilot Treatment Wetlands (CSO 018),
Monitoring and Reporting Services**

PROPOSAL DUE DATE: MARCH 2, 2017, 3:00 P.M.

**JANUARY 31, 2017
RFP NUMBER 17-3330-002**



**ONONDAGA COUNTY REQUEST FOR PROPOSAL
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VISION

To be a respected leader in wastewater treatment, storm water management, and the protection of our environment using state-of-the-art, innovative technologies and sound scientific principles as our guide.

MISSION

To protect and improve the water environment of Onondaga County in a cost-effective manner ensuring the health and sustainability of our community and economy.

CORE VALUES

*Excellence
Teamwork
Honesty
Innovation
Cost-Effectiveness
Safety*

1. INTRODUCTION AND INSTRUCTIONS

1.1. Introduction

The purpose of this request for proposals is to obtain the services of firm to provide professional services for providing sampling, monitoring, and reporting of the Harbor Brook Pilot Treatment Wetlands (HBTW) at CSO 018.

1.2. RFP Certification

Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase has determined that the services required are not subject to competitive bidding under the professional service exemption. Onondaga County purchasing rules require selection of services through a Request for Proposal process.

1.3. Schedule of Events

The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award, and the contract term on an as-needed basis with or without notice.

Release Date:	01/31/17	Proposal Submission Deadline:	03/02/17
Pre-Proposal Meeting:	02/07/17	Expected Award Date:	04/01/17
Final Date for Submission of Questions:	02/10/17	Expected Contract Start Date:	04/01/17
Addendum Answering all Questions Issued by County:	02/16/17		

(Posted on our website at www.ongov.net/wep/rfp.html)

1.4. Submission of Proposals

1.4.1. Sealed proposals, (one [1] original, one [1] copy and one [1] electronic copy), shall be submitted to the Department of Water Environment Protection (WEP), 650 Hiawatha Boulevard West, Syracuse, New York 13204-1194 not later than March 2, 2017, 3:00 p.m. EST. Note: Packages not containing the required number of copies will be rejected.

1.4.2. Adobe PDF is the preferred format for electronic submissions. Disable all security features in the PDF document. For instance, do not password protect the document, and do not mark Content Extraction or Copying as "not allowed."

1.4.2.1. Try to keep the number of files submitted to one or two files.

1.4.2.2. Do not use these characters in a file name: \ / : * ? < > [] & \$, ! () @.

1.4.2.3. Do not submit files in .zip or compressed format.

1.4.3. All submissions are to be marked "Contents: Harbor Brook Pilot Treatment Wetlands (CSO 018) Monitoring and Reporting Services, RFP No. 17-3330-002." A separate transmittal letter shall accompany the submissions which will, upon receipt, be date and time stamped by WEP. Proposals will remain sealed until the submission deadline date has expired, after which the "opening committee" will verify the proposals were properly receive and opened.

1.4.4. No proposal will be considered which is not accompanied by price sheets and signed by an authorized official of the firm. Note: Packages not containing the required number of copies will be rejected.

- 1.4.5. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.4.6. Proposal information is restricted and not publicly available until after the award of the contract by Onondaga County.

1.5. Modifications or Withdrawal of Proposal

A proposal that is in the possession of the Department of Water Environment Protection may be altered by a letter bearing the signature or name of the authorized person, provided it is received prior to the date and time of the opening. Facsimile, telephone, or verbal alterations will not be accepted. A proposal that is in the possession of the Department of Water Environment Protection may be withdrawn by the vendor up to the time of the opening. Failure of the successful vendor to furnish the service awarded as a result of this advertisement shall eliminate the vendor from the active vendors list for a period of time as determined by the purchasing director.

1.6. Proposal Requirements

1.6.1. Technical Proposal

The technical portion of the proposal shall, as a minimum, include the following:

- 1.6.1.1. Your understanding of the project scope and specific issues. This should correspond to the tasks outlined in the Scope of Services.
- 1.6.1.2. Your approach to the project and any recommended variations from the scope of the project and professional services as presented therein.
- 1.6.1.3. A project schedule showing as a minimum, completion of final design and completion of construction. Where applicable, a sequence of construction schedule is to be provided.
- 1.6.1.4. A project organization chart identifying the make-up your team and identifying the officer responsible for the project, project manager, other key staff, and their involvement on the project.
- 1.6.1.5. Resumes for the individuals identified on the organization chart indicating their name, title, reporting office location, project assignment, and relevant experience.
- 1.6.1.6. A listing of similar projects of this type and scope which your responsible officer has successfully completed as prime Consultant within the past five (5) years, briefly describing the project scope, owner, and total cost. Inclusion of project references is encouraged. Similarly, list projects of this type and scope which the project manager has completed in the past three (3) years.
- 1.6.1.7. The name and involvement of any subcontractor or subcontractors to be utilized on the project.
- 1.6.1.8. Where applicable, a list of anticipated engineering drawings for this project.
- 1.6.1.9. Completed and signed compliance page.

1.6.2 Fee Proposal

The fee portion of your proposal shall include the following:

- 1.6.2.1. The total cost to the County for completing all the services identified in this RFP, including all services performed by others and reimbursable direct expenses. The method of payment to be utilized will be actual wage rates times a multiplier, plus the cost of direct expenses and services by others, if any. The multiplier for actual wages is not to exceed 3.10.
- 1.6.2.2. A total fee for each of the project tasks identified in the Scope of Work of the RFP shall be clearly labeled, including all services by others and reimbursable expenses.
- 1.6.2.3. A detailed cost breakdown for each of the project tasks defined in this RFP, resource assignments/titles, estimated hours for each title for completion of each task, total man hours per task, average wage rates for each title, total task completion cost, services by others, and reimbursable direct expenses.
- 1.6.2.4. A description and cost of all reimbursable direct expenses and the amount of markup, if any. Be advised that meals are not reimbursable expenses under this project.
- 1.6.2.5. A detailed description and cost breakdown of services by others and the markup to be applied, if any. The breakdown shall be as indicated above. The mark-up for services provided by others is not to exceed 1.05, with a not-to-exceed mark up for services in excess of \$100,000 of 1.03.
- 1.6.2.6. Fee multipliers for wages are to be clearly and separately shown. The fee multiplier for services is at the proposer's discretion; however, it shall not exceed 3.10.
- 1.6.2.7. Completed Fee Proposal Summary Sheet (Attachment).

1.7 Award and Contract Information

- 1.7.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-Owned Business Enterprises (M/WBE) as subcontractors and suppliers. M/WBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

Onondaga County requires all respondents to this RFP for professional services: (1) to be a certified M/WBE prime contractor, or (2) to subcontract services and/or purchase supplies from a M/WBE partner (or M/WBE Partners) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company, or, if such 30% requirement is unattainable, to submit a written explanation for why the 30% requirement is unattainable, along with a description of any attempted efforts to meet the 30% requirement. The County will consider M/WBE contractors that have applied for New York State Certification. Onondaga County will consider on a case by case basis City of Syracuse or other M/WBE certifications your company has attained.

Suppliers that submit proposals in response to this RFP will be required to submit a conceptual plan identifying the services and/or supplies that will be subcontracted or purchased, respectively, from your identified M/WBE partners.

- 1.7.2 The Vendor agrees that should this firm be awarded a contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.7.3. The vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder, and in so doing shall use the highest standards of professional workmanship.
- 1.7.4. Onondaga 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 the County to do so.
- 1.7.5. The successful vendor will be required to enter into and sign a formal contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the contract 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.
- 1.7.6. The successful vendor shall comply with the Americans with Disabilities Act.
- 1.7.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contracted vendors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes its own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.
- 1.7.8. 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 its knowledge and belief each bidder is not on the list created as a person engaging in investment activities in Iran in accordance with section 165-a of the state finance law.

1.8 Preparation of Proposal

- 1.8.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 1.8.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 1.8.3 Vendors are expected to examine special provisions, specifications, schedules, and instructions included in this request. Failure to do so will be at the vendor's risk.
- 1.8.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to request for proposals will be

understood by Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

Sustainable Practices

It is the goal of Onondaga County to limit its carbon footprint and the environmental impact of its activities. If Contractor participates in any sustainable practices such as, but not limited to, alternative fuels in Contractor vehicles, recyclable materials used in advertising, or sustainable features at any support facility, please include them here for consideration. County may consider sustainability of the Contractor after reviewing full and compliant responses to inquiries made in the RFP.

3. PROPOSAL SUBMITTAL

3.1. Original Proposal

The complete proposal must be submitted in a sealed package with one (1) original, one (1) copy and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked "Harbor Brook Pilot Treatment Wetlands (CSO 018) Monitoring and Reporting Services, RFP# 17-3330-002." Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

3.2. Proposal Format

Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

3.2.1. Cover Page:

3.2.1.1. Full proposal name and number.

3.2.1.2. Submission date and time.

3.2.1.3. Prime Contractor name (Onondaga County/vendor who is responsible), address, telephone, fax and email.

3.2.2. Table of Contents:

All items listed in proposal format in the sequence listed.

3.2.3. Executive Summary:

3.2.3.1. Summarize understanding of the scope of the RFP (project).

3.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.

3.2.3.3. Provide a summary or overview of each proposed solution for each corresponding component of Scope of Work offered in this proposal. State exceptions and omissions to stated requirements.

3.2.3.4 Summarize any assumptions (made by the vendor) in order to adequately respond to the requirements of this RFP.

3.2.3.5 Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

3.2.3.6 Summarize any value-added concepts to benefit the County, suggested by the proposer which may not have been specified in the RFP.

3.2.4. Compliance Statement:

State agreement with all general provisions, special provisions, equipment, standard of performance, and reliability.

3.2.5 Project Coordination and Scheduling:

Provide a work plan with start date, duration, and physical requirements; to be provided for each component if proposed separately.

3.2.6. Price Proposal Sheets:

Proposal must contain all applicable price sheets in a clear format and in detail as prepared by the proposer as well as the fee proposal summary sheets as provided herein.

3.2.7. Vendor Responsibilities:

3.2.7.1. Proposal certification, verification, and signature. Proposals not signed by an authorized officer of the Vendor's organization will be eliminated.

3.2.7.2. It is the sole responsibility of the PROPOSER to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Department of Water Environment Protection's designated contact person (Section 4.2).

3.3 Sealing and Receipt

All submissions are to be sealed and marked "Contents: Harbor Brook Pilot Treatment Wetlands (CSO 018) Monitoring and Reporting Services, RFP No. 17-3330-002". A separate transmittal letter shall accompany the submissions, which will be date and time stamped by WEP upon receipt. Proposals will remain sealed until after the submission deadline has expired, after which the "opening committee" will verify that the proposals were properly received and opened.

1. QUESTIONS

4.1 During the period between the earliest notice of the RFP to vendors and the contract award, no County employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.

4.2 All questions regarding the RFP must be submitted in writing to:

Mary Gates Administrative Assistant
Onondaga County Department of Water Environment Protection
650 Hiawatha Boulevard West
Syracuse, New York 13204-1194

4.3. Questions may also be directed to Mary Gates by email at MaryGates@ongov.net. All questions must be received by the date listed in Section 1.3 (Schedule of Events) of this RFP. Proposers are advised not to contact or lobby any other persons other than the contact person listed during the procurement period. Inappropriate contact may result in removal of the proposer from this and future procurements.

5. REIMBURSEMENT/GIFTS

5.1 Denial of Reimbursement

The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal or for any travel and/or per diem costs that are incurred.

5.2 Gratuity Prohibition

Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the County for the purpose of influencing consideration of this proposal.

6. GENERAL PROVISIONS

6.1 Hold Harmless, Defense, and Indemnification

6.1.1. Contractor covenants and agrees to indemnify, defend, and hold harmless--to the fullest extent permitted by law--the County of Onondaga, its officers, agents and employees, and representatives in connection with this agreement from and against any and all loss or expense that may arise by reason of liability for damage, injury, or death, or for invasion of personal or property rights, of every name and nature including, but not limited to (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees whether incurred as the result of a third party claim or to enforce this contract arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence, or wrongful act on the part of the Contractor, its employees, or agents.

6.1.2. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph 6.1.1 herein, if Contractor serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from Contractor to Contractor's various insurers, providing notice of the claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, Contractor provides to the County a duly certified letter from Contractor's insurer(s):

(i) Giving notice to Contractor that the claim is not within the scope of coverage of insurance contracts that Contractor is obligated to obtain and maintain in force pursuant to the terms of the AGREEMENT or;

(ii) A Reservation of Rights Letter, together with Contractor's duly signed consent to joinder in any pending action and to participation in settlement of the consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves all rights pursuant to applicable law and Paragraph A of this section to seek recovery of all costs incurred by the county in defending the claim to the

fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to Contractor's right to seek to limit the obligation to indemnify the County for defense costs incurred by the county to the percentage of the claim or damages caused by the negligence or other fault of the Contractor.

6.1.3. The Contractor further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

6.2 Insurance

Contractor shall purchase and maintain insurance of the type and coverage set forth below, written on an occurrence basis reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to the Contractor **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from Contractor's operations under the contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees, or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier or their authorized agent with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

Contractor also agrees to obtain and maintain Automobile Liability insurance for owned, hired, and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00). Also, the Contractor shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

Contractor shall deliver to the County's Department of Law, before the contract is awarded, and from time to time thereafter as is reasonable, both a form certificate of insurance approved for use by New York's Superintendent of Insurance and copies of the declarations of each insurance contract referred to by such certificate of insurance as evidence that the insurance coverage required for this contract is maintained by the Contractor. At the request of the County, Contractor shall

deliver to the County's Department of Law a copy of any insurance contract referred to by such certificate of insurance.

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from contractors proof of Workers' Compensation insurance coverage, self insurance, or exemption from the requirement of obtaining Workers' Compensation Insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

6.3 Assignment

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or Contractor's right, title, or interest in this agreement or Contractor's power to execute this agreement to any other person or entity without the previous consent in writing of the County.

6.4 Independent Contractor

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.

6.5 Conflict of Interest

At the time Contractor submits a bid or if no bid is submitted, prior to performing any services under this agreement Contractor shall deliver to County's Department of Law the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to the County, no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Contractor shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County

for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

6.6 Account Representative

The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

6.7 Responsiveness

Vendors are expected to examine specifications, schedules, and instructions included in the package. Failure to do so will be at the Vendor's risk.

6.8 Effective Dates of Proposal

All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.

6.9 Advertising Award

The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

6.10 Beginning Work

The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

6.11 Statement of Assumptions

The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials, and other resources, etc.

6.12 Contract

The contract between the County and the Vendor shall include:

6.12.1 The Request for Proposal (RFP) and any amendments thereto and the proposal submitted by the Contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

6.12.2 The standard Onondaga County vendor contract, a copy of which is available upon request.

6.13 Extensions and Amendment

Contract will be for one (1) year with four (4) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations.

6.14 Replacement Contract

In the event a replacement contract is required but not issued, any contract let and the County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.

6.15 Audit

The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

6.16 Ownership of Documents/Work Product

It is agreed that all finished or unfinished documents, data, or reports, prepared by Contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

6.17 Proprietary Information

All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The County reserves the right to determine whether the proposal will be released in whole or in part.

6.18 Appropriations

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

7. SCOPE OF SERVICE

7.1. Introduction – Project Background

Onondaga County Department of Water Environment Protection (County) is soliciting proposals from selected consulting firms for technical services relating to monitoring, sampling and reporting at the Harbor Brook Pilot Treatment Wetlands (HBTW) CSO 018. The contract is targeted to be in place for the second quarter of 2017. Services for monitoring, sampling through the 1st quarter of 2018 with reporting wrapping up by April 2018. The successful proposer is required to meet the MWBE requirement of 30%. This Request for Proposal (RFP) includes the scope of the project, required Consultant services, project schedule, proposal requirements, and evaluation criteria.

Information concerning the background of the facility, the site, basis of design of the facility, permitting, operations, maintenance, and monitoring is located in the Basis of Design Report located in Appendix A. A list of the alarms and communication protocol is included in Appendix B,

additionally email and text notification is available for all of the alarms.

7.2 Services to be Provided

The Consultant shall perform the following services:

7.2.1 Maintenance of Equipment

7.2.1.1 Conduct monthly maintenance and calibration of each flow meter and sensor to include at a minimum, a sensor scrub, depth and velocity verifications, inspection of all points of connection, desiccant replacement as needed, battery replacement (as needed) to ensure uninterrupted data collection for the duration of the project.

7.2.1.2 Respond to and address instrument failure; when it occurs, within 3 business days

7.2.2 Recommendations for Corrective Maintenance of equipment including for addressing issues with the following items that may arise: sensor communication to meter and electronics, control programming, loss of signal, gate malfunctions, wash down sprays, influent and effluent alarms, and testing of any issues that arise, including subconsultant communication and coordination. This work will be included in the proposal as an allowance not to exceed, hourly rates for personal and subconsultants who could perform this work need to be included in the proposal.

7.2.3 Monitoring and Sampling

7.2.3.1 Maintain all necessary calibrated flow monitoring equipment to accurately and continuously monitor/measure combined sanitary sewer flows at the HBTW facility. Consultant will have full responsibility of its employee's safety and providing appropriate safety equipment. Locations and type of equipment as shown in Appendix C.

7.2.3.2 Much of the data from the HBTW is available over the County SCADA system, however some of the data needs to be downloaded directly. Data that is downloaded needs to be available 24/7 for viewing and exported from a website and/or software provided by the consultant for a data range entered by the user. The firm shall conduct a minimum of two customer training sessions on website and/or software navigation and features, including report generation. Technical support shall be provided on as needed basis. All data collected shall become the property of the County.

7.2.3.3 Performance of all event sampling, see Appendix D for the DEC approved sampling plan and permit, included are all pertinent communications and changes to the sampling plan.

Note this change to the sampling plan: all event sampling for influent and effluent must occur within the first 30 minutes, and shall occur within the first 60 minutes.

Both mobilization to obtain samples and holding times after taking the sample are critical therefore missing, losing, and lack of organization for sampling is not acceptable.

All materials and storage of materials for sampling needs to be provided by the consultant. All samples will be delivered for analysis to the OCDWEP Environmental Laboratory 7120 Henry Clay Boulevard in Liverpool, NY 13088 during regular business hours and the Metropolitan WWTP Plant Operations Center (650 Hiawatha Blvd West, Syracuse, New York 13204) when the lab is closed. Events and associated sampling can occur year

round and is weather dependent. Sample preservation methods and sample containers will need to be approved by the OCDWEP Environmental Laboratory.

7.2.3.4 Performance of all ground water sampling, see Appendix E for the DEC approved sampling plans and permit, included are all pertinent communications and changes to the sampling plan.

All materials and storage of materials for sampling needs to be provided by the consultant. All samples will be delivered for analysis to the OCDWEP Environmental Laboratory 7120 Henry Clay Boulevard, Liverpool, NY 13088.

7.2.4 A portion of the Quarterly Performance Reports are included which provides information about the number of diversions and events in a quarter, flows, and rainfall data dating back to facility startup (Appendix F). The average number of diversions per year is 50, resulting in an average of 120 influent sample opportunities. The average number of effluents per year is 12, resulting in an average of 100 sample opportunities. Pricing for sampling for the length of the entire contract shall be based upon this typical year average of diversions, effluents, and sampling opportunities. Additionally a wet weather contingency is included on the pricing sheet, the consultant will need to provide a price per diversion event for sampling per the approved sampling plan. The allowance will be utilized at the per diversion event unit costs in the event weather conditions deviate from this typical frequency by more than 10%.

7.2.5 An allowance is included in the pricing sheet to be used in the event that operations at or regulations controlling the facility change in a manner that would bring about updates to the current approved event or ground water sampling plans. Hourly rates for personal and subconsultants need to be included in the proposal.

7.2.6 Reporting

7.2.6.1 Prepare and deliver Quarterly Performance Reports (QPR) and Annual Ground water report on the running of the facility including sampling, performance, and flow collected data.

7.2.6.2 Perform data processing and analysis of the data to be included in the QPR to show when the facility was in operation.

7.2.6.3 Report submitted no later than thirty days from end of quarter. The examples included in Appendix F and G show the required information and formatting required. Submission of Draft report for review by WEP must be provided three (3) weeks prior to submission to the DEC to allow for review, comment, and adjustments as needed. Final submission to WEP shall be two days prior to the submission to the DEC.

7.2.7 Administrative costs, meetings and site visits as required with the County. Anticipate four (4) meetings with County to discuss and assess progress and acceptability of the work over the course of the twelve month (12) contract period.

Additional information included as Appendices include:

Appendix H: Wet Weather Operating Plan

Appendix I: SOP Extreme Event Sampling Protocol

Appendix J: SOP Influent Sample Discarding

7.3 References

Please provide the names of current and past accounts of similar size and configuration. Include (a.) a current, long-term customer, (b) a current customer implemented in the past 18 months, and (c) a former customer terminated within the past 18 months for reasons other than consolidation.

7.4 Costing Proposal

7.4.1 Include your pricing proposal for operations of Harbor Brook Pilot Treatment Wetlands.

7.4.2 Include costs associated with any additional services you will provide to Onondaga County.

Upon termination of the contract for whatever reason, the Consultant shall provide, as may be required by the County, all project documents and information to conclude work under the project.

8. EVALUATION METHODOLOGY

8.1. Onondaga County reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, and not solely on the basis of prices.

8.2. Criteria to be evaluated by the Department of Water Environment Protection and will include the following:

8.2.1 Compliance with the RFP format requirements

8.2.2 Experience

8.2.3 Future Contract Costs and Risks

8.2.4 Company Statistics

8.2.5 Responsiveness to the items in Section 7, Scope of Work

8.2.6 References

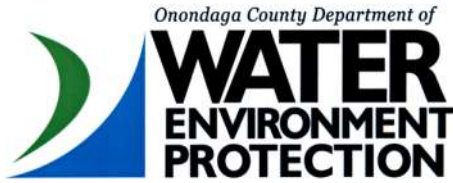
8.2.7 Price

8.2.8 Oral Presentations.

8.2.9 Credibility of Vendor

8.2.10 Minority and Women's Business Enterprises Compliance

8.2.11 Sustainability Solutions and Practices



Joanne M. Mahoney, County Executive
Tom Rhoads, P.E., Commissioner
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194
(315) 435-2260 or (315) 435-6820
FAX (315) 435-5023
http://www.ongov.net/wep/

ATTACHMENT A

REQUEST FOR PROPOSAL COMPLIANCE STATEMENT
Harbor Brook Pilot Treatment Wetlands (CSO 018),
Monitoring and Reporting Services

RFP NUMBER: 17-3330-002

CLOSING DATE AND TIME: March 2, 2017, 3:00 p.m. EST

DELIVER TO: 650 Hiawatha Boulevard, Syracuse, NY 13204-1194

In compliance with the RFP specifications and the conditions of proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services, upon which prices are offered at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record _____

State of Incorporation _____

Telephone Number _____ Fax Number _____

Mailing Address _____

Federal ID Number _____

Authorized Signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of addenda numbers _____ is hereby acknowledged. (Where none received, place the figure zero (0) in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED.