

**ONONDAGA COUNTY**

**DEPARTMENT OF WATER ENVIRONMENT PROTECTION**

<http://www.ongov.net>

<http://savetherain.us>

**REQUEST FOR PROPOSAL**

**SCADA AND PLC PROGRAMMING SERVICES**

**PROPOSAL DUE DATE: April 11, 2017, 3:00 P.M.**

**February 27, 2017**

**RFP Number 17-3330-003**



**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

Onondaga County Department of Water Environment Protection is soliciting proposals to provide design, troubleshooting, and programming services for Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) systems. This Request for Proposal (RFP) includes the scope of the project, required consultant services, project schedule, proposal requirements, and evaluation criteria

## 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:	02/27/17	Proposal Submission Deadline:	4/11/17
Pre-Proposal Meeting:	03/09/17	Expected Award Date:	5/30/17
Final Date for Submission of Questions:	3/16/17	Expected Contract Start Date:	6/1/17
Addendum Answering all Questions Issued by County:	3/23/17		

(Posted on our website at [www.ongov.net/wep/rfp.html](http://www.ongov.net/wep/rfp.html))

## 1.4. Submission of Proposals

1.4.1. Sealed proposals, (one [1] original 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 04/11/17, 3:00 p.m. EST.

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 "SCADA and PLC Programming Services, RFP No. 17-3330-003". 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 received and opened.

- 1.4.4. No proposal will be considered which is not accompanied by pricing as requested 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 Engineer 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.

1.6.2. 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 Engineer is advised that 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 A**.

1.7. Award 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 the 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 also agrees that should this firm be awarded a contract, Vendor shall 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, reduce its use of scarce resources and energy, and the environmental impact of its activities through its carbon calculator by achieving one percent each year over the next 25 years. 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 high priority sustainability solutions through products or services 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 shall be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked "SCADA and PLC Services, RFP No. 17-3330-003". Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall submit an accompanying, separate cover letter referencing the attachment(s). 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 (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.
  - 3.2.3.4. State exceptions and omissions to stated requirements.
  - 3.2.3.5. Summarize any assumptions (made by the vendor) in order to adequately respond to the requirements of this RFP.
  - 3.2.3.6. 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.
  - 3.2.3.7. 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; refer to signature page herein.
  - 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 “SCADA and PLC Programming Services, RFP No. 17-3330-003”. 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.

**4. 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 only to:

Contact Person: 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](mailto: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/PROHIBITION OF 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 (Refer to Section 9 – Engineering Agreement, for a link to the sample agreement.)

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 the 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 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 participation in settlement of the consent to joinder in any pending action and 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 6.1.1. 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 this contract may be made of performed 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 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 proposal, 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

The Contract will be for three (3) years, with the possibility of two (2) one year extensions. 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 awarded hereto under by the County may be extended unilaterally by the County, 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; however, the extension terminates should the replacement contract be issued in the interim. 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.

6.19. Funding

Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body--for any part of the contract term--is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

**7. SCOPE OF SERVICE**

7.1. Introduction – Project Background

The Onondaga County of Water Environment Protection (WEP) is soliciting proposals for a three-year Engineering Term Agreement for Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Programming Services with two (2) possible one (1) year extensions in accordance with Section 6.13 of this Proposal.

The successful firm will be required to draw upon specialty personnel as assignments require. Although the majority of the anticipated work will be SCADA/PLC programming, WEP may also require instrumentation and control design, energy management design, as well as equipment reliability engineers. WEP strives to be a ‘best in class’ organization. We expect all consultants and contractors to aid us in this goal. We envision the successful bidder to draw upon their experience to provide ideas and to ensure each task is optimized.

The successful proposer will be required to respond in a timely manner to the County's needs under the supervision of WEP Instrumentation/Electrical (I/E) personnel. It is anticipated that the vendor will be assigned a task, develop designs, program(s) and/or subroutine(s) to accomplish said task, review with WEP I/E personnel, then work with I/E and Operations staff to implement, field test, and verify correctness. At the time of implementation a copy of any new programming or changes to existing programming shall be supplied to WEP.

WEP's SCADA System controls and monitors 6 wastewater treatment facilities, several Regional Treatment Facilities (RTF) and Combined Sewer Overflow (CSO) facilities, over 150 pumping stations, and the Henry Clay Maintenance Facility and Environmental Lab. The majority of the system is maintained by WEP I/E personnel.

WEP's SCADA System consists of the following major components:

- GE® Proficy HMI (Plant Edition) Cimplicity
- Software Toolbox OPC® Top Server
- Software Toolbox OPC® DataHub
- Allen-Bradley® Controllogix, Compactlogix, and Micrologix platforms with legacy PLC-5 and SLC5/05 equipment
- Allen-Bradley® and Exor® panel mounted HMIs
- Additional wastewater industry proprietary equipment

The network is currently Ethernet based for real-time data connection. Some locations use ControlNet, DeviceNet, or Foundation Fieldbus. Many sites use cellular modems to connect to the network. For those facilities not connected to WEP's Ethernet (small pump stations, etc.) a dial-up (telephone line) with status only communications is customarily provided.

## 7.2. Services to be Provided

The selected consultant shall perform a variety of professional SCADA and PLC programming services for WEP. Examples of programming services include, but are not limited to, the following:

- Design of SCADA and PLC systems.
- Updates and programming of Cimplicity®, Top Server®, and DataHub®.
- Programming of PLCs and Human Machine Interfaces (HMIs).
- Design and development of Cimplicity® and HMI screens.
- Updates and programming of Carrier® iVu systems.
- Design and development of Carrier® iVu screens.
- Building Systems Integration (HVAC, Fire Alarm, Energy Monitoring, etc.).
- Integration of new equipment (and upgrades from legacy equipment) and associated changes.
- Integration of proprietary equipment.
- Special project assistance (new communication technology, security, etc.).
- Development of PLC/SCADA documentation and/or updating of existing documentation.
- Troubleshooting PLCs, SCADA, and other related equipment.

For the purpose of proposal development, the proposer shall assume: 1,200 hours annually for programming services; this total shall include 600 hours for PLC programming and 600 hours for SCADA programming. Also include 200 hours annually for troubleshooting services on existing programs, and 100 hours annually for revisions to prints and drawings.

The vendor should understand that the above work efforts will need to be performed in short order after authorization from the County; accordingly, the engineer's proposal shall speak to their abilities to react in an expeditious manner. It is anticipated that the selected vendor and the County will establish a mutually agreeable schedule for completing necessary SCADA and PLC programming work. Thereafter, it is anticipated that the County will provide a maximum of a one-week notice for specific work requests.

7.3. Kick-off Meeting

Following the Notice-to-Proceed, the Engineer shall conduct a project kick-off meeting with County personnel. At this meeting, project contacts, responsibilities, scope of work, document distribution, project schedule, and requirements shall be discussed and agreed upon. The meeting shall be attended by at least two (2) of the Engineer's personnel who will be directly involved in the project. Assume that the meeting will last two (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

7.4. Project Management Meetings

It is anticipated that project management meetings will be needed for coordination between the Engineer and WEP Project Manager for development of new work task orders, cost management, scheduling activities, and other project organization needs.

7.5. Project Assumptions, Personal Accreditation, and Deliverables

- No emergency response needs to be provided.
- On-site work to be done Monday – Friday during normal WEP work hours (7:00 a.m. – 3:30 p.m.). Program development can be done off-site; however, for security reasons remote access to WEP network is not available.
- All hardware (PLC cards, etc.) and materials to be provided by WEP. The vendor must supply all tools and personal protective equipment (PPE). Field testing will be provided by WEP.
- Safety: Vendor must comply with all OSHA and WEP safety requirements including Lockout/Tagout (LOTO) and use appropriate PPE in electrical and process areas. WEP's LOTO policy requires each individual to apply a personal lock and tag to any equipment that is powered down before performing work. Each individual must apply their own lock and tag; no exceptions. Contractors must supply their own locks and tags. Required PPE is based on the location of the panel / equipment being worked on. At a minimum, WEP requires eye protection and OSHA compliant footwear in all process areas. Available arc flash information will be supplied at contractor request. Arc flash clothing and additional PPE is the responsibility of the consultant/contractor.
- Programmers will have certified training and accreditation in Cimplicity<sup>®</sup> and Allen-Bradley<sup>®</sup> PLC and Carrier<sup>®</sup> iVu programming.
- Copies and documentation of all programming changes and descriptions will be provided to WEP at the time said changes are made to WEP systems. Formal revisions to prints and schematics are required in PDF and AutoCAD format.
- Project assignments will identify specific tasks - the County expects the professional



services to also include “big picture” thinking to support value added considerations to control operations with greater energy and operational efficiency.

- Control logic will carefully incorporate safety, reliability, and superior programming to support data acquisition for regulatory, operational, or maintenance metrics.
- Most work will be programming services. Signal testing in the panel to verify programming changes is expected. Field testing will be done by WEP personnel. Upgrades from legacy equipment may require wiring changes for I/O cards, processors, etc. Under this scenario WEP personnel will verify wiring changes and labeling before conversions are made. Such major modifications would require joint effort to satisfy process requirements.
- Programming and design shall be implemented in accordance with the department's most current SCADA Standards for Monitoring and Controls. The latest version can be found on WEP's website at:

[http://static.ongov.net/WEP/ReferenceDocuments/WEP\\_SCADA\\_Standards\\_Version\\_7\\_12172014.pdf](http://static.ongov.net/WEP/ReferenceDocuments/WEP_SCADA_Standards_Version_7_12172014.pdf) -

May be required by the County, all project documents and information to conclude work under the project.

#### 7.6. 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.

#### 7.7. Budget Adherences

The Engineer is advised of the following.

- No out of scope work shall be performed or completed without a written amendment.
- It is the responsibility of the Engineer to stay within the Total Project Budget and individual Work Task item budgets. This includes the Engineer’s applicable subcontractors and direct expenses.
- There shall be no re-allocations of hours and/or monies for individual Work Task items within the total budget without a contract amendment.
- No adjustments in selected MBE/WBE percentages shall be made, relative to signed contract between WEP and the Engineer, without prior written authorization from WEP and the County Purchasing Department.
- It is the responsibility of the Engineer to fulfill their contracted MBE/WBE and EEO requirements.

#### 7.8. Costing Proposal

7.8.1. Please include your pricing proposals for the Scope of Services for this RFP – **Attachment A** (Cost Proposal Summary Form).

7.8.2. Base your cost proposal on a calendar year basis.

7.8.3. **Use 2017 salary rates for total project costs – Attachment A**

7.8.4. For proposal development purposes, the Engineer shall base their proposal on the following.

7.8.4.1 Kick-off Meeting: Assume 2 hours (attended by at least two (2) of the Engineer’s personnel who will be directly involved in the project).

- 7.8.4.2 Bimonthly Project Management Meetings: 12 hours total.
- 7.8.4.3 Assume 600 hours for SCADA programming.
- 7.8.4.4 Assume 600 hours for PLC/HMI programming.
- 7.8.4.5 Assume 200 hours for Troubleshooting on Existing WEP programs.
- 7.8.4.6 Assume 100 hours for Revisions to Prints and Drawings.
- 7.8.4.7 Include a Direct Expenses line item allowance of \$10,000.
- 7.8.5. Provide details of price components, including hours, hourly rates, mark-up, and allocation of skilled and sub-consultants staff. Include anticipated billing rates for additional years 2018 through 2021. Proposals that fail to provide the required hourly rates for technical sub-consultants will be considered deficient and dismissed from further consideration.
- 7.8.6. Include all other information listed on **Attachment A** – Cost Proposal Summary Form (i.e., MBE/WBE Summary, Expense Summary and Total Project Cost).
- 7.8.7. See also Section 1.6.2 for additional cost proposal details.

## **8. EVALUATION METHODOLOGY**

- 8.1. Contract will be awarded to the vendor who is most responsive and responsible and not solely on the basis of price.
- 8.2. Criteria to be evaluated by the Department of Water Environment Protection and will include the following:
  - Compliance with the RFP format requirements
  - Experience.
  - Future Contract Costs and Risks.
  - Company Statistics.
  - Responsiveness to the items in Section 7, Scope of Work
  - References
  - Price
  - Oral Presentations
  - Credibility of Vendor
  - Minority and Women’s Business Enterprises Compliance
  - Sustainability Solutions and Practices

## **9. ENGINEERING AGREEMENT**

An agreement, substantially in the form of a standard Onondaga County engineering agreement, will be prepared for personnel and non-personnel services related to completing all engineering work for the identified project with the terms, conditions, and costs to be determined based on negotiations between the selected consultant and the County. Time is of the essence as part of this contract and the agreement shall incorporate a provision for damages, if the consultant under contract defaults or fails to provide timely provision of services such that the County is subjected to court-ordered monetary penalties and/or any other damages that may occur as a result of said failure. The County requires various forms of insurance and indemnification by the Consultant, including naming of the County and others as additional insured on all liability forms.

The following is a link to the Standard Onondaga County Engineering agreement [http://static.ongov.net/WEP/ReferenceDocuments/Standard\\_Onondaga\\_County\\_Engineering\\_Agreement\\_08112016.pdf](http://static.ongov.net/WEP/ReferenceDocuments/Standard_Onondaga_County_Engineering_Agreement_08112016.pdf)



**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/>

**REQUEST FOR PROPOSAL COMPLIANCE STATEMENT**  
**TITLE: SCADA AND PLC PROGRAMMING SERVICES**  
**NUMBER: 17-3330-003**  
**CLOSING DATE AND TIME: April 11, 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 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.**