



Onondaga County  
Executive Department  
**Division of Purchase**

John H. Mulroy Civic Center, 13<sup>th</sup> Floor  
421 Montgomery Street  
Syracuse, NY 13202  
[www.ongov.net](http://www.ongov.net)  
Phone (315) 435-3458

**J. RYAN MCMAHON, II**  
*County Executive*

**DANIEL HAMMER**  
*Director*

DATE: March 18, 2020

Subject: Request for Proposal RFP #20-3300-002  
Water Environment Protection Oak Orchard Wastewater Treatment Plant (WWTP) Facilities Plan  
and Feasibility Study

Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide Oak Orchard Wastewater Treatment Plant (WWTP) Facilities Plan and Feasibility Study Services for the Onondaga County Department of Water Environment Protection. The County is seeking a quality firm to provide high quality services.

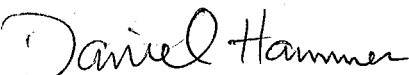
Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the undersigned. Otherwise, the only permissible County contacts for vendors regarding this RFP are listed in Sections 4.1, 4.2, and 4.3 or are otherwise identified in the document.

Onondaga County will host a non-mandatory pre-proposal teleconference on April 1, 2020 at 10:00 am. Please RSVP to Ms. Latasha Hills at [LatashaHills@ongov.net](mailto:LatashaHills@ongov.net) by March 30<sup>th</sup>, 2020.

Two original and one electronic copy of the proposal must be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, New York, no later than 4:00 p.m., August 28, 2018.

Thank you for your anticipated interest in this service to Onondaga County. If it is not your intention to submit a proposal, please notify us in writing before the proposal close date.

Sincerely,

  
Daniel Hammer  
Purchasing Director

Attachments

Attachment A – Cost Proposal Summary Form

# 1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Onondaga County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. 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:	3/18/2020	Proposal Submission Deadline:	4/22/2020
Pre-Proposal Meeting (teleconference):	4/1/2020	Expected Award Date:	TBD
Final Date for Submission of Questions:	4/6/2020	Expected Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	4/13/2020		

## 1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, New York, no later than 4:00 p.m., April 22, 2020. Note: Packages not containing the required number of copies will be rejected.
  - 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
  - 1.3.3. 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.
  - 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
  - 1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase 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. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase 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.

## 1.5. Award and Contract Information

1.5.1. 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. MWBE 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 MWBE prime contractor, or (2) to subcontract services and/or purchase supplies from a MWBE partner (or MWBE 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.

1.5.2. The Vendor also 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.

1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

1.5.4. 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.

1.5.5. 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.

1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors 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 their 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.



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**DANIEL HAMMER**  
*Director*

**REQUEST FOR PROPOSAL**

**TITLE: Water Environment Protection Oak Orchard Wastewater Treatment Plant (WWTP) Facilities Plan and Feasibility Study**

**NUMBER: #20-3300-002**

**CLOSING DATE AND TIME: April 22, 2020, 4:00 P.M.**

**DELIVER TO: Onondaga County Division of Purchase, address above**

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 \_\_\_\_\_

Mailing Address \_\_\_\_\_

Federal I.D. number \_\_\_\_\_

Authorized signature \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

Title of Authorized Person \_\_\_\_\_

Receipt of Addenda Nos. \_\_\_\_\_ is hereby acknowledged. (Where none received, place the figure

(0) Zero in this space.)

**NO LATE PROPOSALS WILL BE ACCEPTED**

## PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Printed Name and Title  
of Authorized Person: \_\_\_\_\_

## REQUEST FOR PROPOSAL

**TITLE: Water Environment Protection Oak Orchard Wastewater Treatment Plant (WWTP) Facilities Plan and Feasibility Study**

**NUMBER: #20-3300-002**

## 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 through its carbon calculator by achieving 1% 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 facilities, please include them here for consideration. County may consider high priority sustainability solutions 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 and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Water Environment Protection Oak Orchard Wastewater Treatment Plant (WWTP) Facilities Plan and Feasibility Study, #20-3300-002. 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).

### 3.2.2. Table of Contents:

- 3.2.2.1. 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.

### 3.2.4. Compliance Statement:

- 3.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

### 3.2.5. Project Coordination and Scheduling

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

### 3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

3.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

## 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 to:

**RFP Questions**  
**Onondaga County Division of Purchase**  
**John H. Mulroy Civic Center, 13<sup>th</sup> Floor**  
**421 Montgomery Street**  
**Syracuse, NY 13202**

4.3. Questions may also be directed by email to [rpf@ongov.net](mailto:rpf@ongov.net) with the subject line "RPF #20-330-002". All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

## 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. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

## 6.2. Insurance

### 6.2.1. Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

6.2.2. Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

6.2.3. Contractor shall obtain these insurance contracts:

6.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.



- 6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 6.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 6.2.3.4. Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 6.2.3.5. Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

#### 6.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.4.1. This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

6.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

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 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 County.
- 6.5. Conflict of Interest At the time Contractor submits a response, or if no response 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 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 County.

During the course of performing services for County, Contractor shall disclose immediately to 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 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 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 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 one (1) 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 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.
- 6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.
- 6.21 Preparation of Proposal
- 6.21.1 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.
- 6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 6.21.3 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.
- 6.21.4 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 the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

## 7. SCOPE OF SERVICE

### 7.1. Introduction

The Oak Orchard WWTP was put into service in 1981. The facility has an average design flow of 10 MGD; a peak hydraulic flow of 24 MGD (the plant has experienced approximately 30 MGD), and provides advanced secondary treatment of wastewater using an activated sludge process. Wastewater influent is primarily from residential and commercial sources and a few industrial users. The wastewater undergoes screening and grit removal in the headworks building, utilizing two aerated grit chambers followed by two (2) mechanical screen rakes. After screening, wastewater then gravity flows into a flow distribution structure, where the flow is split between four (4) primary clarifier tanks. Settled solids in the primary clarifiers are pumped to two (2) gravity thickeners: floating grease is also removed from the primary clarifiers. Wastewater then flows into the two (2) covered pure oxygen activated sludge aeration tanks, where biological treatment occurs. The wastewater (mixed liquor) then flows to the six (6) secondary clarifiers where solids settling occur with the aid of a cationic polymer. Activated sludge collected in the clarifiers is recirculated to the aeration tanks and/or wasted to the two (2) gravity thickener tanks, where it is then hauled to the Metropolitan-Syracuse WWTP for further treatment.

Effluent from the secondary clarifiers flows through a Parshall flume into two (2) lagoons, which operate in series. These lagoons act as polishing basins and aid in additional solids settling and aeration. Effluent from the lagoons then flows to the two (2) chlorine contact tanks for seasonal disinfection using sodium hypochlorite followed by dechlorination via sodium bisulfite, before discharge to the Oneida River. Total Phosphorus is removed year round with the use of aluminum sulfate. Seasonal nitrification is also performed. Odor control for the grit chambers and the covered primary overflow weirs is accomplished

with a chemical treatment system. For additional information, the facility fact sheet can be viewed at: <http://www.ongov.net/wep/we1901.html>.

In 2009, the County's consultant, Stearns and Wheler, completed the Oak Orchard Wastewater Treatment Plant Facilities Plan for both the treatment plant and the Davis Road Pump Station, as well as an evaluation of odor and corrosion control alternatives. An addendum was issued in 2010, based on the premise that Gaskin Road Pump Station would be routed to the Oak Orchard WWTP. It was later decided, circa July 2013, to divert the Gaskin Road Pump Station to the Wetzel Road WWTP. It is noted that Gaskin Road Pump Station is diverted to Oak Orchard WWTP approximately 6-8 days per calendar year.

During the 2012 calendar year, the Oak Orchard WWTP exceeded the design influent BOD<sub>5</sub> loading criteria for ten (10) out of the twelve (12) months. In response, the Department was required to submit a Plan for Future Growth to the NYSDEC. The Plan for Future Growth was submitted to the NYSDEC in August 2013. This was followed by the completion of the Oak Orchard Wastewater Treatment Plant Comprehensive Performance Evaluation, dated August 2014, and the August 29, 2014, request letter to the NYSDEC to re-rate the Oak Orchard WWTP's organic loading based on the findings of the evaluation and the support of the BioWin modeling. On April 26, 2016, the NYSDEC approved a re-rating of the Oak Orchard WWTP's BOD<sub>5</sub> design loading from 14,600 lbs/day to an allowable BOD<sub>5</sub> design loading of 17,100 lbs/day.

Although the facility currently has available capacity to handle limited residential and commercial growth, the County has considerable interest in being adequately prepared for the economic development of a large industrial zoned site located within the treatment plant's service area and/or other areas of opportunity. As part of a two (2) separate projects, the County is designing a pump station and conveyances to service this industrial complex as well as another project to upgrade to the Davis Road Pump Station. This Facility Plan/Feasibility study will focus on future growth and planning, and the WWTP's ability to handle a variety flows and loadings from three (3) key industries that are being targeted; semiconductor (or chip) manufacturing, advanced manufacturing and assembly (such as lithium ion battery manufacturing) and agricultural processing and manufacturing.

The Engineer will need to ensure coordination with WEP's project manager and County Project Team. The County's team will include representatives of the Department of Water Environment Protection (WEP), Syracuse Onondaga County Planning Agency (SOCPA), and the Onondaga County Industrial Development Agency (OCIDA).

#### 7.1.1. Service to be Provided

The Engineer shall prepare a Facility Plan/Feasibility study for the Oak Orchard WWTP with the intent to accommodate: 1) residential and commercial growth and development based on a comprehensive look at the available land use within the Oak Orchard service area; and, 2) accommodating the additional volume and loadings from the development of a large industrial complex within the Oak Orchard service area based on three (3) industry entities that could potentially utilize the industrial zoned site (no fixed industry at this time). The Engineer will also be required to utilize and provide a computer model to aid the study and provide a comprehensive look at existing and expanded capacity recommendations and process control. This model will be turned over to the County at the end of the evaluation with associated training and accompanying user manual.

The Facility Plan/Feasibility Study, where applicable, shall consider the minimum requirements established in the Recommended Standards for Wastewater Facilities (10 State Standards) and where not in conflict with 10 States Standards, the requirements of New England Interstate Water

Pollution Control Commission (NEIWPCC) Guide for the Design of Wastewater Treatment Works (TR-16). In addition, the Engineer's evaluation and projections should consider all applicable codes (National Electric Code, NYS Uniform Fire Prevention and Building Code, NYS Mechanical Code, etc.) and standards (National Fire Protection Association, Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, etc.). The Engineer shall include green and sustainable recommendations where warranted, while focusing on value-added and innovative solutions as part of this evaluation. All recommendations shall include energy efficiency measures as part of this study.

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

The description of the following task items generally describe the items to be completed as part of this project. The Engineer shall prepare final report with the following considerations.

#### 7.1.2. Facility Plan

The Engineer shall complete conceptual designs and facility planning documents for a 20-year planning period that addresses growth; based on historical growth and consideration of available land use for residential, commercial, and industrial growth within the Oak Orchard Service Area. This will require coordination with and utilization of available data from the SOCPA.

In addition to tasks otherwise identified, the Engineer shall provide technical services related to investigating and reviewing existing information.

#### 7.1.3. Economic Development/Industrial Complex Feasibility Study

As previous stated, the County has considerable interest in being prepared for the economic development of a large industrial complex located within the service area. This portion of the study will focus on the Oak Orchard WWTP's ability to handle a variety flows and loadings from three (3) key industries that are being targeted; semiconductor (or chip) manufacturing, advanced manufacturing and assembly (such as lithium ion battery manufacturing) and agricultural processing and manufacturing.

Multiple flow and loading scenarios for each industry should be considered based on the Engineer's research of the key industries being targeted. Flows and their associated loadings should be evaluated in 1 MGD increments, up to an 8 MGD maximum from the industrial complex. Any deviations from these flow increments, using sound judgement and recommendations, should be included in the proposal. Engineer shall also identify any potential USEPA Categorical Pretreatment concerns based on these targeted industries that could necessitate of requirement industrial pretreatment.

The scenarios associated with the industrial complex will then be combined with the existing Oak Orchard capacity, and projections for future growths (residential and commercial), to establish a matrix of treatment plant enhancement/expansion options to accommodate growth and the industrial complex.

#### 7.1.4. BioWin Model, or Equivalent

The Engineer shall utilize and provide a desktop analysis and computer model (BioWin or approved equivalent software) to evaluate multiple treatment plant configurations (existing and future) consistent with identified treatment enhancements/expansion options.

Engineer shall provide and install BioWin software, or equivalent licensed software, and model on three (3) County computers for future internal utilization and modelling efforts. The Engineer shall also provide staff training on the finished model. The training shall be specific to: 1) user inputs to evaluate more precise loadings for future scenarios and as more industry specific data becomes available; and, 2) updating future plant performance data. For proposal development purposes, assume two (2) training sessions at four (4) hours per session. A companion user manual shall also be provided.

7.1.5. Engineering Evaluation and Minimum Report Requirements

The Engineer shall verify conditions that relate to the project's recommendations. The Engineer shall prepare the final document suitable for future growth and economic development and facilitate the County's ability to proceeding to a design scope of service should a business commit to developing the site. Further, all treatment plant recommendations shall meet the requirements of applicable industry standards and regulations.

Provide estimates of Engineering and Construction Costs for multiple ranges of plant capacity alternatives based on Facilities Plan Evaluation scenarios (residential and commercial growth and potential industrial complex).

The Engineer shall provide proposed construction schedules and recommended construction phasing as applicable. Address options and alternatives to reduce total construction time and minimum disruption to facility operations and the surrounding area.

Report shall identify any anticipated Permitting, SEQR, and/or SHPO concerns/impacts.

7.1.6. Interim (50%) Report Deliverable

The 50 percent report deliverable that shall consist of the following preliminary information:

- Report outline (including Table of Contents).
- Applicable technical memorandums.
- Description of alternatives/scenarios evaluated, inclusive of summary tables.
- Preliminary drawings, including conceptual site plans, illustrations of all alternatives evaluated and all project aspects/alternatives.
- Applicable design considerations and criteria.
- Engineer's calculations.
- Advantages, disadvantages, and logistics of alternatives.
- Engineer's approach to alternative recommendations.
- Preliminary engineering and construction schedules and cost estimates.

7.1.7. Final Report (100%) Deliverable

The final report shall include complete findings and results for all work described in this RFP, using the 50% report deliverable as a template.

All submittals/deliverables that are deemed deficient, that is, not meeting the expectations contained herein, shall be returned to the Engineer for corrections and resubmission at no cost to the County, including reproduction costs.

Ten (10) hard copies, and an Adobe PDF, of the 50%, 100% review copy and Final Report milestones shall be submitted to the County in accordance with the project schedule. The Engineer shall conduct review meetings as described herein. The final report that shall be stamped and signed.



#### 7.1.8. Engineering Allowance

The Engineer, upon authorization from the Commissioner or his designee, shall be responsible for developing a scope of services and cost estimate associated with unforeseen engineering services that may be identified during the evaluation. For proposal development purposes, assume an allowance of \$25,000 for engineering tasks to accommodate unanticipated services (additional evaluation of alternatives, model approaches, etc.).

#### 7.1.9. Kick-off Meeting

Following the Notice-to-Proceed, the Engineer shall conduct a project kick-off meeting with County personnel and County Project Team. 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 meetings will last two (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

#### 7.1.10. Review Background Information

The Engineer shall review background information, including, but not limited to, the following:

- Any requested Contract or Record Drawings.
- Available analytical and flow monitoring data, as applicable.
- Oak Orchard Wastewater Treatment Plant Facilities Plan, April 2009.
- Oak Orchard Wastewater Treatment Plant Facilities Plan Addendum, June 2010.
- Oak Orchard Wastewater Treatment Plant Capacity Evaluation, July 2013.
- Oak Orchard Wastewater Treatment Plant Comprehensive Performance Evaluation, August 2014.

The reports identified above can be located on the County's website at:

<http://ongov.net/wep/ProcessEngineeringPermitsReports.html>

#### 7.1.11. Scoping Meeting

Engineer should assume that two (2) staff members involved with the project shall lead the County's Project Team for a 2-hr meeting to establish/confirm the Engineer's approach and direction related to projection in residential and commercial growth, as well as the scenarios related to the key industries targeted for the industrial complex. This meeting will also be an opportunity to address technical and compliance concerns.

#### 7.1.12. Review Meeting

The Engineer shall conduct two (2) review meetings with the County's Project Team: one (1) at the 50% interim report deliverable and one (1) at the 100% report deliverable. Assume at least two (2) Engineer personnel will attend each meeting and that each meeting will last two (2) hours. The Engineer shall prepare and distribute minutes of the meetings within five (5) days of said meetings.

In addition, one (1) meeting will be assumed for review and presentation following the final deliverable; assume the same level of personnel, and length of meeting.

#### 7.1.13. Project Schedule

The County anticipates the selection of a consultant and execution of the design service agreement to be completed by the dates listed below. Upon completion of engineering service agreement or receipt of notice to proceed, consultant is expected to complete the engineering evaluation and report within the timeframes listed below. If the Engineer takes exception to the schedule, it shall

be so noted in the Proposal and an alternate schedule offered. It is noted that the County is amenable to accelerating the project schedule.

Conduct Pre-proposal Meeting (Teleconference)	April 1, 2020
Submit Proposal to County	April 22, 2020
Award Consultant Contract	+13 Weeks from RFP release
Issue Notice to Proceed	+2 month from Award
Kick-off Meeting (WEP)	+ 1 Week from NTP
Scoping/Coordination Meeting (Complete Project Team)	+ 3 Weeks from NTP
Modeling Workshop/Review Meeting	+6 Weeks from NTP
Interim (50%) Report Deliverable	+4 Months from NTP
Interim Report Review Meeting	+4.5 Months from NTP
100% Report Deliverable for County Project Team Review	+6 Months from NTP
Final Report Review Meeting	+6.5 Months from NTP
Submission of Final Report	+7 Months from NTP
Meeting/Presentation	TBD
Post Report Completion – Model Training Workshop	+7.5 Months from NTP

## 7.2. Proposal Requirements

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

- 7.2.1. A project organization chart identifying the make-up of your team and identifying the officer responsible for the project, project manager, other key staff, and their involvement on the project.
- 7.2.2. Resumes for the individuals identified on the organization chart indicating their name, title, reporting office location, project assignment, and relevant experience.
- 7.2.3. The name and involvement of any subcontractor or subcontractors to be utilized on the project.
- 7.2.4. 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. Lesser fee multipliers for construction related services are encouraged.

7.2.5. 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.

7.2.6. 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.

### 7.3. Implementation

7.3.1. Invoices of sub-consultants and receipts of reimbursable expenses shall be included with any invoices.

7.3.2. Compensation for all services defined in this RFP, will be figured on a not-to exceed sum This figure shall be supported by a breakdown by task, the title of individual(s) performing each task, and an estimate of the number hours for each task. The not-to- exceed figure shall also include, if needed, an estimate of anticipated reimbursable expenses. The County will not pay or reimburse the consultant for any costs or expenses that are not included in the proposal.

7.3.2 Please provide 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.

### 7.4. Engineering Services

7.4.1. Consultant to clearly indicate in proposal the services that will be provided.

7.4.2. Include information if you anticipate the need for any services which are not included in this RFP and their cost.

7.5. 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.

### 7.6. Budget Adherence

The Engineer is advised of the following:

7.6.1. No out of scope work shall be performed/completed without a written amendment.

7.6.2. It is the responsibility of the Engineer to stay within the Total Contract Budget and individual Work Task item budgets. This includes the Engineer's applicable subcontractors and direct expenses.

7.6.3. No adjustments in selected MBE/WBE percentages shall be made, relative to signed contract between WEP and the Engineer, without prior written authorization from the County Purchasing Department.

7.6.4. There shall be no re-allocations of hours and/or monies for individual Work Task items within the Total Project budget without a contract amendment.

### 7.7. Costing Proposal

Please include the following in your proposal.

7.7.1. Costs associated with any additional services you will provide to Onondaga County.

7.7.2. 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.

- 7.7.3. 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.
- 7.7.4. Provide details of price components, including hours and allocation of skilled staff and sub-consultants, including the mark-up to be applied, if any.
- 7.7.5. A total fee for each of the project tasks identified in the Scope of Work of the RFP, including all services by others and reimbursable expenses.
- 7.7.6. A total cost to the County for completing all the services identified in this RFP, including all services performed by others and reimbursable direct expenses.
- 7.7.7. A completed Fee Proposal Sheet - see attachment A.

#### 7.8. Engineering Agreement

- 7.8.1. 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.
- 7.8.2. 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.
- 7.8.3. 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.
- 7.8.4. The following is a link to the Standard Onondaga County Engineering agreement  
[http://static.ongov.net/WEP/ReferenceDocuments/StandardEngineering\\_6\\_2\\_17.pdf](http://static.ongov.net/WEP/ReferenceDocuments/StandardEngineering_6_2_17.pdf)

## **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 County 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**

