

**REQUEST FOR
QUALIFICATIONS**

**Monroe County
Water Authority**



2023 Structural Engineering Services

Project No. 22-023

October 24, 2023

Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

The Water Authority (the “MCWA”) is soliciting qualification from consultants for professional structural engineering services for various projects. MCWA will execute multiple contracts for this work with multiple Consultants. Work will be done on an as-needed basis. Separate not-to-exceed proposals will be requested from each consultant for each work order throughout the term of this Agreement. MCWA will select only one consultant to perform each work order on an order-by-order basis. Prospective Proposers must offer a Statement of Qualifications that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Qualifications (“RFQ”).

In responding to this RFQ, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing MCWA with comparable data to that submitted by other Proposers and, thus, be assured of fair and objective treatment in the MCWA review and evaluation process.

1.2 RFQ Procurement Officer

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Qualifications includes and imposes certain restrictions on communications between a Governmental Entity (the Authority) and Bidder/Offerer during the procurement process. The RFQ Procurement Officer identified below is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Proposer.

Stephen M. Savage, P.E.
475 Norris Drive
Rochester, New York 14610
Email: Steve.Savage@mcwa.com

1.3 Presentation and Clarification of MCWA’s Rights and Intentions

MCWA intends to enter into a contract with several selected Proposers to supply the services described in Section 2. However, this intent does not commit MCWA to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the Statement of Qualifications in response to this request, or to procure or contract for any services. MCWA reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFQ if it is in the best interest of MCWA to do so; (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFQ (and if it is in the best interest of MCWA to do so).

1.4 Time Line

The schedule of events for this RFQ is anticipated to proceed as follows:

- ◆ All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on November 3, 2023.

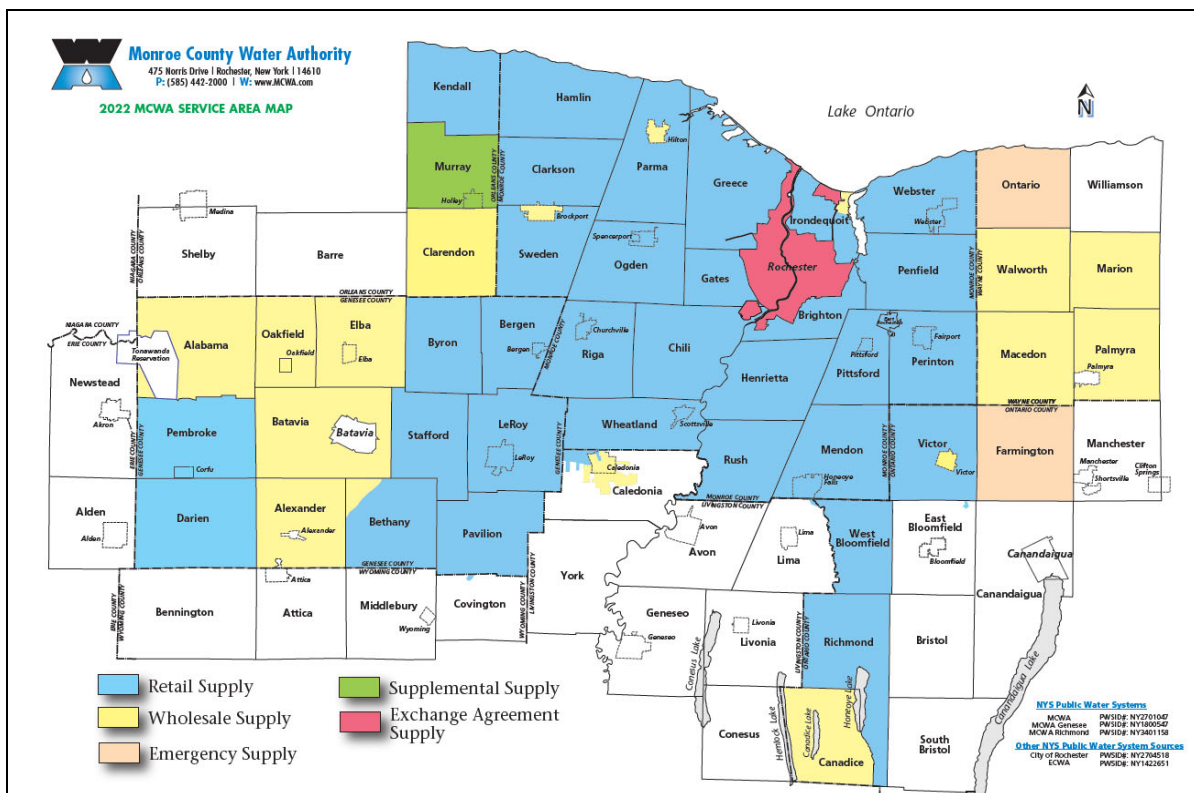
- ◆ As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ. These will be sent out to all Proposers who received the original RFQ on or about November 7, 2023. If the RFQ was obtained from the MCWA website, it is the prospective proposer’s responsibility to inform the RFQ Procurement Officer with their contact information so that they may receive any addendum.
- ◆ Final RFQ submissions must be received by 3:00 PM EST on November 14, 2023 at the address shown in Section 3.1. The right to withdraw will expire on this date.

1.5 Overview of the Organization

MCWA provides high quality, safe and reliable water, in a financially responsible manner.

MCWA was created by State legislation in 1950 to solve the water supply needs of this community. In 1959 MCWA took over the assets of the private, Rochester Division of the New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County’s inner ring towns and portions of the City. As surrounding towns and villages faced new water supply challenges, the MCWA service area has steadily grown. Today, MCWA serves over 190,000 customers in every town and village in Monroe County (partially in the City of Rochester) plus towns, villages and other water authorities in each of the five adjacent counties.

The MCWA system infrastructure includes two operations centers and a meter shop; three water treatment plants, Shoremont, Corfu and Webster; 48 remote pumping stations; 54 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.



1.6 Overview of the Project

In the course of its operations, MCWA requires structural analysis and evaluation of various system components. Typical facilities are tanks, vaults, building elements, pipe bridges and miscellaneous structures. Analysis or evaluation is often related to signs of apparent failure such as cracked concrete or deteriorated steel. MCWA requires structural engineering services for this type of work.

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Detailed Scope of Work

On an as-needed basis, MCWA will issue Work Orders for structural engineering services. It is anticipated that typical work may include the following:

- Evaluation and recommendations for repairs for deteriorating concrete,
- Steel or concrete tank loading analysis,
- Floor loading capacity,
- Steel tank modification analysis/design,
- Support requirements for pipe bridges or pipes on pipe bridges,
- Loading capacity of miscellaneous structures,
- Evaluation of strain gauge data collected by MCWA from various locations,
- Design for remediation work, and
- Construction support services during remediation work.

Other structural-related Work may be requested as needed. The Consultant may be required to provide miscellaneous testing as part of its evaluation. (Testing may be done by a third party through the Consultant.)

2.2 Orders, Schedules and Payments:

All Work shall be ordered, tracked, and paid for on an order-by-order basis per the following:

1. MCWA will issue a request for proposal for each Work Order detailing the scope of work in advance of authorizing a Work Order.
2. The Consultant shall provide MCWA with a cost breakdown and total Not-to-Exceed amount for the work within the time frame noted in the Work Order.

For all proposals greater than \$25,000, the Consultant will be required to submit their plan for meeting MCWA's M/WBE goals.

MCWA requires Consultants to utilize their best efforts to achieve goals for Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) participation on the project. The goal is a combined participation by MBE and WBE firms on a minimum of twelve percent (12%) of the total bid price. Further, neither the MBE nor WBE participation should be less than 6% of the total bid price. You will be required to address how your firm will achieve this goal for proposals over \$25,000.

3. No Work shall commence until the MCWA has issued a Notice to Proceed for the Work.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications

- A. Acceptance Period and Location:** To be considered, Proposers must submit a complete response to this RFQ. Proposers not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their proposals rejected.

The sealed Statement of Qualifications must be received at the address below on or before the time specified in Section 1. All submittals must be received in a sealed envelope, clearly labeled "Statement of Qualifications" and marked with the Project Name, due date, and time. Statement of Qualifications submitted via delivery service, such as FedEx, must be addressed to as shown below with instructions to **Deliver to Bid Box located at Employee Entrance, Door #19**. (Proposers submitting via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the document) **Proposals submitted via US Postal Service will be returned, unopened.**

Attn: Stephen M. Savage, P.E.
Director of Engineering
Statement of Qualifications – Structural Engineering Services
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the submittals.

- B. Required Copies:** Proposers must submit one (1) signed original and three (3) copies. Proposals should be clearly marked as "2023 Structural Engineering Services". The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign proposals.
- C. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ. Expensive bindings, color displays, promotional material, etc. are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Proposer complies" or "Proposer understands" should be avoided.
- D. Public Disclosure:** The respondent acknowledges that all materials not marked confidential or proprietary, shall be subject to public disclosure as may be required per applicable regulations or laws.

3.2 Response Date

To be considered, sealed Proposals must arrive on or before the time and date specified in Section 1. **Requests for extension of the submission date will not be granted.**

3.3 Clarification of RFQ and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing** (email is acceptable) pursuant to instructions in Section 1 of this RFQ. Questions and answers will be provided to all Proposers who have received RFQs and must be acknowledged in the RFQ response. No contact will be allowed between the Proposer and any other member of MCWA with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Coordinator. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who received the basic RFQ. An acknowledgment of such addenda, if any, must be submitted with the RFQ response.

If the RFQ was downloaded from the MCWA website and it was not received directly from the Authority then prospective Proposer is not on a list to receive any addenda. It is the Proposers responsibility to make sure any addenda have been issued.

3.5 Organization of Statement of Qualifications

This section outlines the information that must be included in your Proposal. Please respond with your information in the same order as the items in the section.

- A. Transmittal Letter:** Each response to the RFQ should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the proposal. The transmittal letter should also include a phone number and e-mail address for the Proposer's contact person.

- B. Table of Contents:** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

- C. Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees. Your Statement of Qualifications should include summaries demonstrating your firm's past experience of similar scope and complexity of work such as:
 - concrete and steel structural analysis
 - design for remediation work
 - construction support during remediation work

- D. Project Team:** Provide a description of the project team's organization and roles. List the specific project team members, including resumes. Please note MCWA places great importance on the individual team members as well as their proximity or location. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable. Do not list sub consultants. Only provide qualifications of Work that can be performed by your organization.

- E. References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
- a. Name and address of the client;
 - b. Approximate value of services provided;
 - c. Name and telephone number of contact person;
 - d. Summary of the services provided.
- F. Procurement Form:** Include the procurement disclosure form contained in Section 4.15.

3.6 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from MCWA will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted Proposals for the RFQ and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted Proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Evaluation of the Proposals will consider several factors, each of which has an impact on the relative success of the Proposer to provide the services as outlined in Section 2. Responses to this RFQ will be evaluated according to the following criteria:
- ◆ Company Information
 - ◆ Project Team
 - ◆ References
 - ◆ Value Added Services
 - ◆ Proposer's Rates for Project personnel
- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for qualifications is subject to approval by the MCWA Board of Directors. The Contract will be valid for a term of 3 years, with the ability to extend up to two additional one year terms upon mutual written consent of both parties. MCWA anticipates awarding this contract on or about December 14, 2023. It is anticipated that MCWA will issue the first two Work Orders under this project within two months of executing agreements for the Contract.

3.7 Investigations

MCWA reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. MCWA reserves the right to visit a prospective Proposer's place of business to determine the existence of the company and the management capabilities required to administer this agreement. MCWA will not consider Proposers that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

MCWA reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of MCWA. MCWA is not committed, by virtue of this RFQ, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of MCWA. If it is in its best interest to do so, MCWA reserves the right to:

- A. Negotiate contracts with the selected Proposers.
- B. Award a contract to more than one Proposer.

4.2 Contract Negotiation

Negotiations may be undertaken with those Proposers whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFQ. The contract(s) that may be entered into will be the most advantageous to MCWA. MCWA reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of MCWA.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer may become contractual obligations, should a contract ensue. Failure of a Proposer to accept these obligations may result in cancellation of the award.

4.4 Prime Responsibilities

The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not provided directly by them. The selected Proposer will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, MCWA shall approve all subcontractors and will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFQ and for the contract, the term "Work" is defined as all data, records, files, information, work products, electronic files developed, produced or generated in connection with the services to be provided by the Proposer. MCWA and the Proposer intend the contract to be a contract for services, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Proposer to be a work made for hire. In submitting a proposal in response to this RFQ, the Proposer acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of MCWA.

The Proposer and the Proposer's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of MCWA.

Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of MCWA.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to MCWA, no later than twenty-four (24) hours after receipt of MCWA's written request for same, all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Proposer's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of MCWA, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of MCWA.

The Proposer will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of MCWA.

4.6 Contract Payment

Actual terms of payment will be in accordance with the contract between MCWA and the Proposer selected.

4.7 Notification of Proposer Selection

All proposers who submit proposals in response to this RFQ will be notified by the RFQ Coordinator of acceptance or rejection of their proposal.

4.8 Confidential Relationship

During the course of this Project, the Authority may communicate information to the Consultant or its employees, or the Consultant or its employees or agents may learn of, or acquire, certain information of the Authority in order to enable the Consultant to effectively propose on, and ultimately perform, the Work. The Consultant and its employees and agents shall treat all such information as confidential, whether or not so labeled or identified, and shall not disclose any part thereof without the written consent of the Authority. The Consultant shall limit the use and circulation of such information even within the Consultant's organization, to the extent necessary to perform the Work. These obligations shall not apply to any information which (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the Consultant or its employees or agents, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the Consultant or its employees without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to the Consultant or its employees by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.9 Incurring Costs

MCWA is not liable for any costs incurred by Proposer prior to the effective date of the contract.

4.10 Material Submitted

All right, title and interest in the material submitted by the Proposer as part of a proposal shall vest in MCWA upon submission of the Proposer's proposal to MCWA without any obligation or liability by MCWA to the Proposer. MCWA has the right to use any or all ideas presented by a Proposer.

MCWA reserves the right to ownership, without limitation, of all proposals submitted. However, because MCWA could be required to disclose proposals under the New York Freedom of Information Law, MCWA will, to the extent permitted by law, seek to protect the Proposer's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, MCWA will deny public access to Proposer's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Proposer's competitive position, provided the Proposer identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Proposer's competitive position.

4.11 Indemnification

The successful Proposer shall defend, indemnify and save harmless MCWA, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against MCWA which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Proposer, its agents or employees, the provision of any products by the Proposer, its agents or employees, arising from any act, omission or negligence of the Proposer, its agents or employees, or arising from any breach or default by the Proposer, its agents or employees under the Agreement resulting from this RFQ. Nothing herein is intended to relieve MCWA from its own negligence or misfeasance or to assume any such liability for MCWA by the Proposer.

4.12 Insurance Requirements

The successful Proposer shall procure and maintain at their own expense until final completion of the Work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the contract whether performed by the Proposer or by their subcontractors.

The successful Proposer shall furnish to MCWA a certificate or certificates of insurance in a form satisfactory to MCWA's legal counsel showing that they have complied with all insurance requirements set forth in the contract for services, and certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to MCWA. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKER'S COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Proposer in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of

said contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Proposer covering liability with respect to all work performed by him under the contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
- Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance Covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Proposers
 - Personal Injury
- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Proposer and covering the liability for damages imposed by law upon the said Proposer for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Proposer with minimum limits of \$2,000,000 per occurrence.
- E. MOTOR VEHICLE INSURANCE issued to the Proposer and covering liability and property damage on the Proposer's vehicles in the amount of \$1,000,000 per occurrence.

4.13 Proposal Certification

The Proposer must certify that all material, supervision, and personnel will be provided as proposed. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

All proposals shall be considered final when received.

4.14 Procurement Policy

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Qualifications includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Process by the Authority to other than the Authority's Procurement Officers unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law § 139-k(5) was intentionally false or

intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

**OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J AND 139-K**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Circle one):

Yes No

If yes, answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

(Circle one):

Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Circle one):

Yes No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Circle one):

Yes No

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination: _____

Basis of Determination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the MCWA Water Authority’s Procurement Disclosure Policy, Code of Ethics Policy and Conflict of Interest Policy as required by State Finance Law § 139-j(3) and § 139-j(6)(b) and certifies that all information provided to the Monroe County Water Authority with respect to State Finance Law § 139-k and § 139-j is complete, true and accurate.

By: _____

Date: _____

(Signature of Person Certifying)

Print Name: _____

Print Title: _____

Bidder/Offerer Name: _____

(Company Name)

Bidder/Offerer Address: _____

Bidder/Offerer Phone Number: _____