

REQUEST FOR QUALIFICATIONS AND PROPOSAL

Monroe County Water Authority



SCADA System Support Services

July 17, 2025

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

Project No.: 24-S11

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (“Authority”) is soliciting Statements of Qualifications and Price Proposals (together referred to as “Proposal”) from consultants to provide various services to support Authority personnel in the operation and maintenance of the Authority’s supervisory control and data acquisition (SCADA) system. Prospective Proposers must offer a Proposal that will meet the scope of services, qualifications, and general description of work activities identified in Section 2 of this Request for Qualifications and Price Proposal (RFQ/P).

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

1.2 RFQ/P Procurement Officer

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

Chris J. LaManna, P.E.
Director of Production and Transmission
Shoremont Water Treatment Plant
4799 Dewey Avenue
Rochester, New York 14612
Email: christopher.lamanna@mcwa.com

1.3 Presentation and Clarification of the Authority's Rights and Intentions

The Authority intends to enter into a contract with the selected Proposer to supply the services described in Section 2. However, this intent does not commit the Authority to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The Authority 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/P if it is in the best interest of the Authority to do so; (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFQ/P (and if it is in the best interest of the Authority to do so).

1.4 Time Line

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

- All requests for RFQ/P clarification must be submitted in writing to the Procurement Officer at the email address provided in Section 1 and received no later than 5:00 p.m. EST on July 31 2025.

controllers (PLCs) and Panelview™ human machine interfaces (HMIs); and a small number of Modicon PLCs. The SCADA system communication network utilizes a combination of radio, dedicated private metro Ethernet, fiber optic, and cellular communication equipment.

The selected Consultant shall provide various services to support Authority personnel in the operation and maintenance of the Authority's SCADA system. Specific services shall be provided on an as-needed basis upon request by the Authority.

SECTION 2 –SCOPE OF WORK

2.1 General

Presented in this Section is a description of the specific tasks that may be required under this Contract. The Proposer is encouraged to expand upon this scope of work and present additional detail delineating its proposed approach to completing the tasks required for the Contract.

In general, the Consultant shall be expected to provide periodic support, troubleshooting, and resolution for SCADA system issues. Tasks may also include implementing modifications and/or additions to the applications of the SCADA system's PLCs, HMIs, and other associated equipment.

2.2 Detailed Scope of Work

On an as-needed basis, the Authority will issue a detailed work order to the Consultant. It is anticipated that typical work activities may include the support services outlined below. Additional tasks may be required.

2.2.1 SCADA System Service Calls

Assist Authority personnel with addressing system problems and failures during normal working hours including troubleshooting and resolution of hardware or software failures, communications network issues, programming bugs, or other issues which interfere with the operation of the SCADA system. It is anticipated that most service calls will require travel to Authority facilities; however, some service calls may be accomplished remotely through phone calls and/or email. Remote access to the Authority's SCADA system will not be provided. Normal working hours for the Authority are defined as 7:00 a.m. through 4:00 p.m., Monday through Friday.

Emergency service calls may also be required to assist Authority personnel with addressing system problems and failures outside of normal working hours. It is anticipated that most emergencies experienced outside of normal working hours will be handled by Authority personnel; however, Consultant may be needed if Authority personnel require assistance or are unavailable.

For all service calls, Consultant shall respond within one hour following notification from the Authority and arrive at the Authority's designated facility within three hours if requested, unless directed otherwise by the Authority. Emergencies which seriously impact Authority operations are expected to be addressed immediately. Consultant shall provide emergency contact phone number that is available 24-hours per day.

2.2.2 SCADA System Integration

Assist Authority personnel with system integration including adding new facilities or devices; modifying existing or developing new control screens; modifying or adding new alarm limits; modifying or developing new historical data collection and reports; and other similar modifications.

2.3 Work Orders

The Authority will issue individual work orders to the Consultant for all requested tasks, on an as-needed basis. All work under the Contract will be ordered, tracked, and paid for on an order-by-order basis.

Typically, the Authority will issue a detailed request for proposal (RFP) for a specific work order to the Consultant in advance. The Consultant will then submit a total not-to-exceed cost proposal covering the requested scope of work, including labor and expenses cost breakdown. No work shall commence until the Authority has issued a notice to proceed with the work order.

For service calls, specifically emergency service calls, the Authority may issue a work order and notice-to-proceed verbally, followed up with written confirmation.

2.4 Confidentiality

The nature of this work requires complete confidentiality due to the sensitive nature of the undertaking. A confidentiality and non-disclosure agreement (NDA) is required to be executed by the selected Consultant as part of this Contract.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

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

The sealed Proposal must be received at the address below on or before the time specified in Section 1. Proposals received late due to failure of the delivery service to deliver them on time, even in cases of weather, will be returned unopened. Requests for extension of the submission time or date will not be granted. Proposals will not be opened publically.

All Proposals must be received in a sealed envelope clearly labeled "SCADA System Support Services-Proposal" and marked with the due date and time. Proposals must be delivered to the address below via delivery service (such as FedEx or UPS) or hand delivery. **U.S. Postal Service mail delivery is NOT an acceptable means to deliver to this location. Proposals submitted via U.S. Postal Service will be returned unopened.** If using a delivery service, include instructions to "Deliver to Bid Box located at Employee Entrance, Door #19." Proposers have sole responsibility to contact the Procurement Officer and confirm receipt of the Proposal. Please address Proposals to:

**Attn: Chris J. LaManna, P.E.
SCADA System Support Services-Proposal
475 Norris Drive
Bid Box at Employee Entrance, Door #19
Rochester, New York 14610**

- B. Required Copies:** Proposers must submit one signed original and three copies of the Proposal. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign the Proposal.
- 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/P. 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 Proposer acknowledges that all submitted materials not marked confidential or proprietary, shall be subject to public disclosure as may be required per applicable regulations or laws.

3.2 Clarification of RFQ/P and Questions

Questions that arise during Proposal preparation must be submitted in writing via email pursuant to instructions in Section 1 of this RFQ/P. No contact will be allowed between the Proposer and any other member of the Authority with regard to this RFQ/P during the procurement process unless specifically authorized in writing by the

RFQ/P Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.3 Addenda to the RFQ/P

In the event it becomes necessary to revise any part of this RFQ/P, addenda will be provided to all that received the RFQ/P. An acknowledgment of such addenda, if any, must be submitted with the RFQ/P response. If the RFQ/P was downloaded from the www.MCWA.com 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 confirm any addenda have been issued.

3.4 Organization of Statement of Qualifications

This section outlines the information that must be included in your Statement of Qualifications. Please respond with your information in the same order as the items listed below.

- A. 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.
- B. Qualifications:** Describe a minimum of five projects of similar scope that best demonstrate the company's qualifications to undertake all aspects of the work.
- C. Management and Technical Approach:** Describe in detail your approach to executing and managing the Contract, including your corporate philosophy for planning, implementation, coordination, and control mechanisms.
- D. Contract Team:** Provide a description of your contract team's organization and roles. List the specific contract team members and their office location. Include resumes for all contract team members. Please note the Authority places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable.
- E. Value Added Services/Benefits:** Describe any value added services your company will provide as part of this contract and any specific benefits to the Authority as a result of this partnership.
- F. 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. Name and telephone number of contact person;
 - c. Summary of the services provided.
- G. Procurement Form:** Include the procurement disclosure form contained in Section 4.

3.5 Organization of Price Proposal

- A. Compensation:** Compensation will be on a time and materials not-to-exceed basis per work order. Budget amounts for each work order will be established prior to proceeding with the work. The information included in the Price Proposal will be utilized to establish budget amounts for each work order.

B. Labor Rate Information: The Price Proposal shall include proposed 2025 hourly labor rates for the following categories at a minimum. The Proposer may include additional job categories or classifications, as applicable.

- Service Call-Normal Working Hours
- Service Call-Emergency
- System Integration and Other Support

C. Direct Expenses: The Price Proposal shall include the proposed mark-up for direct expenses, and the proposed mileage rate for travel.

3.6 Method of Evaluation

A. Evaluation Committee: Selected Authority personnel will form the evaluation committee for this RFQ/P. It will be the responsibility of this committee to evaluate all properly prepared and submitted Proposals for the RFQ/P 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 executed. Evaluation of the Proposal 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. Proposals will be evaluated according to the following weighted criteria:

Evaluation Criteria	Weighting
Qualifications of the Firm and Contract Team Including Proximity of Key Staff	70%
Technical and Management Approach	15%
Value Added Services/Benefits	5%
Price Proposal	10%

3.7 Investigations

The Authority 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 anticipated contract. The Authority 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. The Authority will not consider Proposers that are in arrears to the Authority, 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.

3.8 Contract Approval Process

Proposers acknowledge that any contract resulting from this RFQ/P is subject to prior approval by the Authority's Board of Directors.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

The Authority 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 the Authority. The Authority is not committed, by virtue of this RFQ/P, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the Authority reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer selected will be chosen on the basis of greatest benefit to the Authority as determined by the evaluation committee.
- B. Negotiate contracts with the selected Proposers.
- C. Award a contract to more than one Proposer.

4.2 Contract Negotiation

Negotiations may be undertaken with the Proposer(s) whose Proposal(s) prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFQ/P. The contract that may be entered into will be the most advantageous to the Authority, price and other factors considered. The Authority 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 the Authority.

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, the Authority 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/P and for the contract, the term "Work" is defined as all data, records, files, information, and other similar work products, developed, produced or generated in connection with the services to be provided by the Proposer. The Authority 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/P, the Proposer acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

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

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to the Authority, no later than twenty-four (24) hours after receipt of the Authority'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 the Authority, 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 the Authority.

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 the Authority.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the Authority and the Proposer selected.

4.7 Notification of Proposer Selection

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

4.8 Confidential Relationship

During the course of this Project, the Authority may communicate information to the Proposer or its employees, or the Proposer or its employees or agents may learn of, or acquire, certain information of the Authority in order to enable the Proposer to effectively propose on, and ultimately perform, the Work. The Proposer 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 Proposer shall limit the use and circulation of such information even within the Proposer'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 Proposer or its employees or agents, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the Proposer or its employees without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to the Proposer 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

The Authority 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 the Authority upon submission of the Proposer's proposal to the Authority without any obligation or liability by the Authority to the Proposer. The Authority has the right to use any or all ideas presented by a Proposer.

The Authority reserves the right to ownership, without limitation, of all proposals submitted. However, because the Authority could be required to disclose proposals under the New York Freedom of Information Law, the Authority 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, the Authority 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 the Authority, 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 the Authority 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/P. Nothing herein is intended to relieve the Authority from its own negligence or misfeasance or to assume any such liability for the Authority 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 the Authority a certificate or certificates of insurance in a form satisfactory to the Authority's Attorney 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 the Authority. 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 naming the Authority as an additional insured, and 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, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Authority must be borne by the Proposer. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

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: _____