

City of Coos Bay Request for Qualifications (RFQ) for Integrator of Record

NOTICE

The City of Coos Bay is accepting Statement of Qualifications (SOQs) from qualified individuals and firms to provide technical, design, and integration support to the City in the area of controls and SCADA (Supervisory Control and Data Acquisition) and to serve as the City's Integrator of Record (IOR). The City's goal is to utilize the support and resources of a single firm to provide these services to facilitate consistency, rapid response to needs, and a standard approach to developing and maintaining the City's controls and electrical systems moving forward.

The term of the contract is proposed to be for a five (5) year period with an option to extend for an additional one (1) year at the City's discretion (maximum duration of contract is 6 years). The City invites qualified individuals or agencies to submit SOQs based upon the scope of the work contained in the RFQ.

SUBMISSION OF SOQ PACKAGE

To receive consideration, proposal packages must be submitted in accordance with the following instructions:

1. All proposal packages shall be delivered to:

City of Coos Bay Public Works & Development Department Attn: Jennifer Wirsing 500 Central Avenue Coos Bay, OR 97420

- 2. Submit seven (1) hard copies and 1 pdf on a disc of the proposal by 3:00 p.m. March 9th, 2021.
- 3. The proposals must be clearly marked "<u>STATEMENT OF QUALIFICATIONS FOR</u> <u>INTEGRATOR SERVICES</u>".
- 4. Maintaining the integrity of the RFP process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the project manager, Jennifer Wirsing, at (541) 269-1181 ext. 2247 or email <u>jwirsing@coosbay.org</u>. Prior to contact, please review the General Information regarding Additional Information Requests, located on Page 8 of this packet. Answers to all questions will be posted on line and made available to all firms intending to submit a proposal package. Failure to adhere to these restrictions may significantly reduce your prospects for selection.
- 5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

CITY OF COOS BAY INSTRUCTIONS TO BIDDERS FOR MISCELLANEOUS ENGINEERING SERVCIES

GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified individuals or firms to submit a Statement of Qualification (SOQ) to provide integrator of record services as described in the specifications set forth in this Request for Qualifications (RFQ). All SOQs are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.

SOQ PACKAGE REQUIREMENTS

Your SOQ package must not exceed fifteen (15), 8.5"x11" pages. If the page is double sided then it shall count as two pages. The SOQ, at a minimum, shall include the following:

- 1. Cover Letter. All SOQ packages must include a cover letter, made to the attention of Jennifer Wirsing, Wastewater Project Administrator, and signed by a person legally authorized to bind the applicant to its Proposal. At a minimum, the cover letter must include the following items:
 - a. The firm name.
 - b. The names of local partners/principals and the number of local personnel.
 - c. Address, telephone, and FAX numbers of the firm.
 - d. Contact information, including an email address, of the person(s) who are authorized to represent the proposer.
- 2. **Personnel**. All SOQ packages must include the following information related to key personnel who will be working on this project.
 - a. An organizational chart including subconsultants (if applicable). Org chart shall include personnel qualified to work within the northwest region.
 - b. Provide resumes for the wastewater treatment process engineers available to provide technical support on the project. Identify all certifications held by proposed staff or the ability to obtain them if required, i.e. Professional Engineers license (PE), Control Systems Engineers (CSE) registration, Certified Control Systems Technicians (CCST), Product Certification (examples: Rockwell Certified Systems Integrator, Schneider Partner Alliance, etc.).
- **3. References**. All SOQ packages must include the following information related to the references and qualifications relative to the scope of work associated with this SOQ.
 - a. List of Oregon local government jurisdictions your firm is currently providing engineering services for or has provided engineering services for within the last 5 years. References must include a point person and contact information.
 - b. Relevant Project Summary/Profile Sheets. At a minimum, the sheets shall provide a brief description of the project, provide date design was completed, provide date construction was completed, provide owner information, and contact person. Projects presented must have been completed within the last 5 years and should include the following information:

- Provide examples of previous control system upgrades that the assigned staff has completed including the integration of large package control systems (membrane filtration, UV disinfection, centrifuge thickeners, ozone generation, etc.) Describe methods used for coordinating with vendor to insure seamless integration.
- Submit verification of previous experience with designing, testing and troubleshooting multimode fiber-optic cable installations, associated patch panels and fiber-optic terminations at a wastewater treatment plant or similar multi-building campus.
- Submit verification of previous experience with installing and testing Ethernet devices and networks including variable speed drives and smart MCCs.
- 4. **Project Approach.** A preliminary list of scoping items have been included with this RFQ, however it is anticipated that the proposal will include any amendments and/or provide additional recommendations based on their experience and expertise.
- 5. Negative History. Proposer must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable within the last 5 years. If there is no information to disclose then, Proposer must affirmatively state there is no negative history. Failure to comply with the terms of this provision will disqualify any proposal.

BACKGROUND AND SCOPE OF WORK

MINIMUM QUALIFICATION (PROPOSER MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS):

- 1. Submit verification that the company has been in the business of I&C system integration, system master planning, system design, system management and system start-up of wastewater treatment facilities similar to Coos Bay. Verification to include descriptions of projects performed within the last five (5) years with contact names, addresses and telephone numbers of project owners.
- 2. Candidate firm shall be able to complete Design Build contracts including the ability to provide the following: a) Engineer Stamped design drawings, b) UL listed control panels and equipment, and c) Installation and startup of instrumentation and control system equipment
- Identify all certifications held by proposed staff or the ability to obtain them if required, i.e. Professional Engineers license (PE), Control Systems Engineers (CSE) registration, Certified Control Systems Technicians (CCST), Product Certification (examples: Rockwell Certified Systems Integrator, Schneider Partner Alliance, etc.).
- 4. The candidate integrators shall be capable of having staff on site for on call or remote trouble shooting in a short time frame. Maintenance calls must be addressed in 24 hours or less from the initial call for support.

EVALUATION CRITERIA

The City will screen and rank the SOQ's based on the criteria outlined in this section. The selection committee may elect to select a single best firm based on the following criteria and move forward to negotiations. Or, if required, the top-ranked teams will be identified for further evaluation and an interview. A brief description of the primary selection criteria is provided below:

Proximity of firm and key team members to Coos Bay

The City wishes to work closely with the selected firm and desires fast and effective service. The consultant should address how they will provide effective service and how they will address travel costs and travel time issues. The City is hoping to engage with a consultant and a project team located within a four (4) hour drive, or less, from the City limits. Firms that exhibit the ability to provide faster support will be ranked higher.

Experience and familiarity with Coos Bay

Firms and firm members who have specialized experience with or who have gained a specialized understanding of the City and their systems will be considered above firms and integrators without such an understanding. Describe your firm or firm member's experience and/or describe the level of familiarity gained during the RFQ process.

References

The selection committee will perform reference checks for each candidate. A minimum of four (4) municipal clients in Oregon where similar or related work was performed must be provided. References where the consultant has served as the IOR are preferred. References should also be able to describe the firm's responsiveness, availability, and ability to complete projects in a timely and orderly manner.

Experience serving as IOR for other communities

Experience in the role of IOR for other communities will be considered positively. Proof of an understanding of the role of IOR and a track record of effectively providing this service is

preferred. Experience providing similar services, though not as the IOR, should also be presented for consideration by the committee.

Consultant's understanding and approach and quality of the SOQ

These selection criteria will allow the selection committee to award points based on the quality of the SOQ, the consultant's understanding of the City's needs, the consultant's approach to the work, or any other quality about the consultant's proposal that sets it apart from any others. A summary of the selection criteria points is provided in the following table.

SELECTION CRITERIA SUMMARY

Selection Criteria	Relative Weight
4.A Location of firm	15
4.B Familiarity with City	20
4.C References	15
4.D IOR or Relative Experience	30
4.E Understanding and Approach; Quality of SOQ	20
Total	100

BACKGROUND

The City of Coos Bay is the largest community on the Oregon coast. As with many coastal cities, it has aging infrastructure that leads to many challenging design projects. The City has created a 20 year capital improvement project list. Amongst infiltration and inflow projects, this list also includes the upgrade of 1 pump station a year and the upgrade of two treatment plants. With the upgrade of the pump stations and treatment plants the City wants to have consistency in the controls and electrical systems associated with these improvements.

SCOPE OF WORK

This list provides typical examples of work to be assigned. As specific work is requested by the City, the City will assign a project number that will be utilized by the selected firm on all plans, reports, correspondence, etc. The selected firm shall provide the City with a scope, fee, and schedule for approval prior to commencing on work. The successful proposer must demonstrate that they can effectively communicate with City Staff, work in a team like manner, and provide engineering services that satisfy the scope and is in the public's best interest. The successful proposer must also show that the project deliverables can be provided on time and within budget. It is anticipated that the selected consultant will work with the City and the City's contractor and be able to meet the city's and the contractor's schedules. This is imperative.

The City of Coos Bay may require general integration services from their IOR for day to day issues that arise. Additionally, the IOR may be directed to undertake specific projects for the City that have a finite scope of work, are relatively larger in scale, or for any other reason the City wishes to assign the work on a task-basis to the IOR. Anticipated work and/or projects that may occur under this contract are included but not limited to:

- On-site troubleshooting controls or programming issues.
- Repairing sensors, PLC's, SCADA components, communications (wireless, cellular, or others), and otherwise maintaining the system.
- Responding to requests to upgrade or change programming in PLC's or other systems.
- Upgrading or installing software, firmware, or other systems.
- Generally respond to requests for support from the City regarding controls, SCADA, etc.
- Remotely accessing systems to review problems, troubleshoot, or answer questions about controls, SCADA or related systems
- Integration of communications between the new/upgraded Wastewater Treatment Plants and the upgraded pump stations.
- Development of communication and telemetry for each of the major system components in the water and wastewater systems. This will include pump stations and waste water treatment plants.
- Other controls, SCADA, and telemetry improvements
- Update of the City's SCADA Master Plan

In order for the City to understand the approach that your firm/company takes with respect to these types of projects please also include a discussion of the following items:

- Describe the project management methods that will be used to control costs and schedules. Indicate methods for liaison and communications with the Owner and for progress reporting. Submit an electronic copy of cost and schedule reports summarizing cost and schedule controls.
- Submit verification of a quality assurance/quality control (QA/QC) program. Submit a
 written copy or provide an outline and any examples to summarize the QA/QC program.
 Verification will not be counted as part of the 15 page limit and can be included as an
 exhibit or appendix.
- Provide sample Factory Acceptance Test (FAT) forms and Site Acceptance Test (SAT). forms for testing of programmable logic controller (PLC) based industrial panels for projects for wastewater treatment facilities control system projects similar to City of Coos Bay. These samples will not be counted as part of the 15 page limit and can be included as an exhibit or appendix.
- Provide examples of operator and maintenance training for wastewater treatment facilities control system projects similar to Coos Bay.
- Submit examples of PLC and HMI programming standards that may be used in completing this project. These samples will not be counted as part of the 15 page limit and can be included as an exhibit or appendix.
- Demonstrate expertise with Industrial Controls, Automation, and Supervisory Control and Data Acquisition processes.
- Demonstrate expertise with programmable logic controller and the programming of these devices.
- Demonstrate expertise with programming Human Machine Interface (HMI) software.
- Demonstrate automation experience working with controls, meters, analyzers, motors, and equipment necessary to operate a highly automated advanced tertiary wastewater treatment plant.
- Demonstrate familiarity with Ethernet (wired or WIFI) and industrial control networks.
- Demonstrate integration capabilities as defined in the ability to link complex functions together into a seamless operation including but not limited to databases, CMMS, PLC and SCADA systems.
- Demonstrate capabilities for emergency response and troubleshooting and repair of aforementioned systems.

Contractor may be asked to respond to a wide variety of industrial control issues related to the operation of a modern wastewater treatment plant. That will include, but not be limited to, industrial control repairs, programmable logic controller programming, process optimization, WIFI, etc.

The City of Coos Bay specifically reserves the right, in its sole discretion, to preapprove or request reassignment of staff assigned to work at the City of Coos Bay as best fits a project and/or request specific certification or licensing of staff to be assigned a task.

It is anticipated that with each individual project a scope, deliverables list, and schedule will be provided. Deliverables will be determined on a project by project basis.

GENERAL INFORMATION

RESOURCES TO BE PROVIDED

The successful proposer shall enter into an agreement with the City. The City has provided this agreement/contract language for review, located at the end of this RFQ. If there is language in the City's Professional Service Agreement that the successful proposer would like omitted or modified, this request must be made prior to March 2, 2021. Additionally if there are insurance requirements that the successful proposer would like to discuss or see amended, this request must be made prior to March 2, 2021. If no requests are made on or prior to this date, then it shall be assumed that the contract language and minimum insurance requirements are agreeable.

For reference the July 2010 *Coos Bay SCADA Master Plan,* prepared by The Automation Group, Inc. has been made available with this RFQ.

INTERVIEWS

Proposers *may* be invited to an interview with the City's Selection Committee. Selected proposers will be contacted regarding time and location of an interview, per the schedule in this RFQ.

COMPLIANCE WITH RULES

Proposers responding to this RFQ must follow its procedures and requirements. Except as otherwise provided in the RFQ, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFQ may result in rejection of your Proposal.

REQUEST FOR ADDITIONAL INFORMATION

Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email:

City of Coos Bay Public Works & Development Department Attn: Jennifer Wirsing 500 Central Avenue Coos Bay, OR 97420 jwirsing@coosbay.org

All requests for additional information, must clearly reference the "SOQ for Integrator Services". All requests must be received no later than March 9, 2021 at 3:00 pm. The responses to the requests will be made available at the City's website: <u>http://coosbay.org/</u> per the schedule in this RFQ. Hard copies can be mailed upon request and may require a fee for copying and delivery.

SCHEDULE FOR SOQ EVENTS

SOQ Advertised (The World) Deadline for Additional Information Request Response to Additional Information Requests SOQ Package Due Schedule Interview (subject to City's discretion) Interviews (subject to City's discretion) Intent to Award Council Consideration of Contract Award of Project February 26, 2021 March 2, 2021 at 3 .m. March 4, 2021 March 9, 2021 at 3 p.m. March 10, 2021 March 11, 2021 March 12, 2021 March 16, 2021 March 19, 2021

PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

APPEALS

Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay Public Works and Development Department Attn: City Manager 500 Central Avenue Coos Bay OR 97420

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD:

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

The Engineer of Work shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Engineer of Work or any of its agents, employees or representatives. The indemnity applies to both active and passive acts and other conduct.

EMPLOYMENT STATUS

Consultant shall perform the work required by this contract as an independent consultant. Although the Owners reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Consultant's performance. The Consultant is responsible for determining the appropriate means and manner of performing the work.

Consultant represents and warrants that the Consultant is not an employee of the City of Coos Bay and meets the specific independent consultant standards of ORS 670.600. Consultant is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Consultant shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Consultant under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Consultant's federal or state tax obligations.

Consultant is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Consultant under this contract except as a selfemployed individual.

INSURANCE

The insurance requirements for this project are rated as a Level 4. Level 4 Insurance Requirements are for professional services over \$50,000.

Any company or individual performing work for the City of Coos Bay (hereinafter "the City") or hosting a special event on City property shall be required to provide proof of insurance to the City per applicable insurance level.

- 1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
- 2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
- 3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
- 4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
- 5. Waivers of the policy limits or provisions in this policy must be approved by the

City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.

- 6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
- (1) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or
- (2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.
- 7. Definitions:

<u>Commercial General Liability</u>: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

<u>Professional Liability</u>: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

<u>Automobile Liability</u>: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

<u>Builders Risk</u>: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

<u>Installation Floater</u>: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

<u>Umbrella Liability</u>: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

(1) To provide additional limits above the each occurrence limit of the insured's RFQ for Integrator of Record – Page - 11 February 22, 2021 primary policies;

(2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and

(3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract. The Installation Floater shall include coverage for testing, if applicable. The minimum amount of coverage to be carried shall be equal to the full amount of this contract. The contractor will be responsible for any applicable deductibles.

10. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract/Agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City.

For construction contracts, as per project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

In all situations, the City shall be included as an additional insured under the commercial general liability, automobile liability, and umbrella liability policies as applicable.

As applicable, a waiver of subrogation under the workers' compensation and commercial general liability policies shall also be provided.

Copies of such endorsements or coverage enhancements shall be attached to the certificate(s) provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Level 4 Insurance Requirements:

Professional services contracts/agreements over \$50,000:	
Commercial General Liability	\$ 1,000,000
Professional Errors and Omissions Liability	\$ 2,000,000
Workers' Compensation	Statutory Limit
Employer's Liability	\$ 500,000
Umbrella/Excess Insurance	\$ 2,000,000
Automobile Liability	\$1,000,000

PROFESSIONAL SERVICE AGREEMENT