

REQUEST FOR PROPOSAL (RFP)
THREE-YEAR TERM AGREEMENT FOR
CONTROLS SYSTEMS TECHNICAL SERVICES

File 0.3.3.ControlsSystems

FORMAL RESPONSE TO REQUESTS FOR CLARIFICATION

AUGUST 2026

The following are the Erie County Division of Sewerage Management's (DSM's) formal responses to all requests for clarification received regarding the Request for Proposals (RFP) To Provide A Three-Year Term Agreement for Controls Systems Technical Services. This information is provided to those who have formally requested said responses, for use at their discretion, to develop respective proposals.

- (1.) **Schedule A-1 page A-1-3 item E: We do not have a confined space training program and have never implemented this, our engineers and technicians are not allowed inside confined space. Is this an exclusion that would not allow us to bid?**

Response: See Addendum 1. We do not expect any personnel to enter confined spaces as part of this contract. Schedule A-1-3 Item E has been changed accordingly.

- (2.) **Pay Compensation Exhibit C and Schedule D: We are used to providing a rate that encompasses both offsite work and meetings, and onsite work that requires prevailing wage compliance for engineers and technicians, in some cases providing a lower offsite rate. Is there an explanation or can we get an explanation of all the requirements for the RFQ response in detail in Schedule D? With the writeup as is for Schedule D, we will be unable to respond without clarification/details on what is required outside of the simple rates mentioned above.**

Response: Addendum 1 updates Exhibit C and Schedule D (page D-1) to include prevailing wage rate, when it applies. Proposers are to indicate prevailing wage on Exhibit C.

- (3.) **The Prevailing Wage for category Electrician Teledata has greatly increased in the last 5 years and is likely to continue its increase therefore we can only try to predict the rates needed for the future especially if the County decides to renew after 3 years. Is there any possible consideration of rate increase to meet prevailing wage increase at the renewal?**

Response: Addendum 1 updates Exhibit C and Schedule D (page D-1) to include the requirement to pay at the current prevailing wage rate when it applies. Proposers will be required to pay the current prevailing wage at the time of work.

- (4.) **Schedule "A," item 9 allows the Technician to provide integration services to Contractors on projects where it also advised the DSM. For a firm that has in-house panel fabrication and supply capability, does that provision also extend to furnishing materials or equipment, such as control panels, on those projects? Please also clarify whether Schedule "A-1," Section C contemplates the Technician supplying items it manufactures itself, and what the County expects for notification and for separating advisory work from supply work.**

Response: Addendum 1 updates Schedule "A" item 9 to include services other than integration. Other services could include furnishing items. Regarding Schedule "A" Section C, separating advisory work from supply work will be jointly determined prior to issuing each Work Order and will be outlined in the Work Order.

- (5.) **The agreement states total compensation is not expected to exceed \$200,000. Does that figure cover only the Technician's advisory labor, or does it also include materials and equipment purchased for the County under Schedule "A-1," Section C?**

Response: Each work order will outline a specific scope. Materials and equipment may be included in a work order, but it is not anticipated to be a large cost component of this Agreement.

- (6.) **Section B.1 asks proposers to note employees holding UL 508A certification. Is the County looking for individual employee credentials, for the proposer's status as a UL 508A listed panel shop that can build and label panels, or both? And will any pending certifications completed before the January 1, 2027 contract start date be considered?**

Response: B.1 of the Experience and Expertise section provides suggestions and guidance on how to present your special expertise and how your firm's qualifications benefit the County on this Project. Proposers should use their judgment on how best to present that information and make their capabilities known.

- (7.) **Local Law No. 1, Section 6(B) says the Utilization Plan is submitted with the proposal, while Section 6(C) says it can be submitted within 15 business days after notice of award. Which one applies here? Also, does the County expect signed agreements with MBE/WBE firms at submission, or just a list of firms contacted? Please confirm the MBE, WBE, and SDVOB goals for this contract and how to request a waiver if certified firms are not available in the controls field.**

Response: Your Utilization Plan can be submitted within 15 business days after the notice of award. Proposers should follow the guidance in C.2 of the Written

Proposals section when preparing their proposal. As the Agreement is for technical services, it will be considered "Other Services" according to the March 5, 2026, memo resulting in a 2% MBE, 4% WBE, and 6% SDVOB.

- (8.) **Schedule "A" has the Technician checking that programming works as intended and performing quality checks during controls implementation, with more detailed involvement on DSM-designed projects. Would the Technician ever be expected to write or modify PLC and HMI programming directly, or is the role limited to reviewing work done by Contractors' integrators?**

Response: Writing or modifying PLC and HMI programming may be required.

The Erie County Department of Environment and Planning, Division of Sewerage Management would like to thank you for your interest in this very important project.

MP: 8-6-2026

END OF CLARIFICATION

ADDENDUM NO. 1

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING
THREE-YEAR TERM CONTROLS SYSTEMS TECHNICAL SERVICES

Additions and Modifications

1. **Exhibit “C” Direct Salary Rates Table – Delete** the entire Exhibit “C”, Page 13 of the Request for Proposals, and **Add** the revised Exhibit “C” attached to this addendum.
2. **Exhibit “D” Agreement, Schedule “A” Scope/ Specifications, Item 9 – Delete** the last page of Schedule “A”, Page A-3, and **Add** the revised Schedule “A” Page A-3 attached to this addendum.
3. **Exhibit “D” Agreement, Schedule “A-1” Department/ Project Specific Requirements – Delete** the entire Schedule “A-1”, Pages A-1-2 and A-1-3, and **Add** the revised Schedule “A-1” attached to this addendum.
4. **Exhibit “D: Agreement, Schedule “D” Detailed Description of Compensation – Delete** the first page of Schedule “D”, Page D-1, and **Add** the revised Schedule “D” Page D-1 attached to this addendum.

ATTACHMENTS

1. Revised Exhibit “C”
2. Revised Exhibit “D”, Schedule “A”, Page A-3
3. Revised Exhibit “D”, Schedule “A-1”
4. Revised Exhibit “D”, Schedule “D”, Page D-1

End of Addendum

EXHIBIT "C"

<u>Job Classification / Position Title</u>	<u>Projected Direct Salary Rates*</u>

*Salary Rate will be for entirety of the Contract, *except when prevailing wage rates apply. If prevailing wage rates apply, include "PW" after the rate.*

Proposed Overhead Rates

Office/Support Personnel:

Technical Personnel / Technicians:

9. These services do not exclude the successful technician from providing integration for Contractors, or other services, on projects in which they provided technical assistance to the DSM. The successful technician shall notify the DSM whenever it is retained by a Contractor on a DSM project for control systems integration. When acting as the Contractor's integrator, the Technician will not be able to perform some construction related tasks on behalf of the DSM, such as submittal reviews, oversight/quality control, and review controls documentation.

Operations/ Facilities Technical Assistance:

1. When requested, act as the DSM's agent with consultants, control integrators, equipment controls manufacturers, manufacturer's representatives, electrical contractors, or any of their agents regarding controls. This could be needed during various phases or types of projects.
2. Attend project review meetings, when requested, to convey results of reviews or inspections. This may be with multiple parties or with only the DSM team.
3. Provide services to assist the County with understanding the operational features of their control systems. The Technician shall provide and/or schedule training of County personnel in the operation of the systems, as appropriate.
4. Provide general technical information exchange on controls, integration, cyber security, and other controls related information for DSM staff, as requested.

SCHEDULE "A-1"**DEPARTMENT/PROJECT SPECIFIC REQUIREMENTS****1. GENERAL PROVISIONS****A. Assistance and Exchange Data**

1. The County shall direct its officers, agents and employees to render all reasonable assistance and provide available data to the Technician in connection with their performance under this Agreement.

The Technician shall have the duty to make independent inquiry as to the reasonable correctness of such data if the correctness thereof appears doubtful on its face to the Technician.

2. The Parties hereto agree to furnish to the other Party copies of previous reports, data and drawings which may be available and as may be pertinent to the Project. All such data, reports, drawings and any other documents and information provided shall be returned to its owner.
3. Information provided to the Technician for the project shall be held in confidence by the Technician and used only for the project that is the subject of this Agreement. Sharing of information provided by the County for this project with subcontractors, other consultants, manufacturers and potential suppliers or vendors shall not be done without the express advance written authorization of the County.
4. The Technician shall not reproduce or copy information supplied to him by the County for this project without the express advanced written permission of the County. Where retaining a copy of information supplied by the County is required by Law or an internal retention policy, the Technician shall so inform the County, in writing, of such copying or reproduction, the requirement of the law and the Technician's procedures for confidentiality and for release of such information to third parties. The Technician shall keep such copied or reproduced information confidential to the extent possible.

B. Release of Data

All plans, estimates and other data prepared under this Agreement shall be released only to the County or the County's designee. The Technician shall hold in confidence the plans and related information prepared under this agreement and shall advise its subcontractors of this requirement. Release of plans, estimates and other data to third parties shall be subject to written approval by the County. The Technician shall keep a record of its release of plans and related information and make available such record upon request by the County.

C. Equipment Purchases

1. The Technician shall purchase for the County such materials, equipment or services if required to perform work in accordance with written authorization given by the County to the Technician. Materials or equipment charged to the County under this Agreement shall be used only for work on this Project.
2. The Technician will deliver to the County at the completion of this contract all materials and equipment for which the County has paid, in the same condition as when acquired except for normal wear and tear during use.

CI. Time Extension

1. Each and every obligation of the Technician under this Agreement shall be subject to the following force majeure clause: If, because of an act of God, war, strike, riot, catastrophe or other condition, including official action or delay of governmental bodies, delay of contractors or any other condition beyond the control of the Technician, the Technician cannot comply with the obligations or schedules in this Agreement, the Technician may apply in writing to the County for an extension or modification of such obligations or schedules within a reasonable time after it obtains knowledge of such facts. Such application shall contain a specific justification for the required extension or modification and upon establishment of any of the conditions set forth above, the Technician shall be entitled to such relief as may be reasonable under the circumstances, including waiver by the County of the liquidated damages provisions as set forth in paragraph B of Schedule C.

CII. Compliance with Laws

The Technician specifically agrees to comply fully with the rules and regulations as stated in OSHA 29 CFR, Parts 1910, as it may be amended, ***if entering a confined space. Confined space entry is not anticipated as part of this Contract. The Technician will be solely responsible to determine if an area is a confined space and to stop any person under their control, including subcontractors, from entering a confined space unless a Confined Space entry program is in place and submitted to the County of Erie for record.***

CIII. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service Disabled Veteran Owned Business (SDVOB) Participation

The Technician agrees to make a good faith effort to secure MBE/WBE/SDVOB subcontractors. Upon receiving the Notice to Proceed, the Technician shall submit, to the County, an MBE/WBE/SDVOB Utilization Plan which identifies those MBE/WBE/SDVOB subcontractors who were contacted and/or secured for this project.

SCHEDULE "D"

DETAILED DESCRIPTION OF COMPENSATION

The Technician shall be compensated for completion of the services as described in Schedules "A" and "A-1", as follows.

I. Total Compensation Breakdown

The total compensation for all work orders performed under this Agreement will be determined after receipt of proposals but is not expected to exceed \$200,000 under a cost-plus fixed fee basis.

II. Cost Computation Method

The methods of Computing Cost are specified in section II (1) thru II (8) herein and in the attached Cost Summary Format for Agreements.

(1) Direct Labor Cost

Direct Labor cost shall be the actual wages paid to technical employees for the time actually devoted to the work on the project. **Current prevailing wage rates must be paid when this requirement applies. When prevailing wages apply, certified payrolls must be submitted with pay application.** Technical employees shall include the following categories:

Officers*
Draftsmen
Technicians

***NOTE:**

Officers and administrative staff salaries may be billed and paid as a direct expense for the time such officer/administrative staff is engaged in productive technical services on the project under this Agreement. An officer is defined as a Vice-President or higher ranked officer, owner, partner or any other person empowered to sign contracts on behalf of the Technician.

The following categories of employees shall be included in indirect costs (overhead):

Officers
(engaged in administrative or supervisor activities)
Accounting Staff

Other employees, such as, secretarial, CAD operators, etc. shall be included in indirect costs unless identified in the Technician's cost summary form as Direct Labor and approved by the County.