

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road, Oriskany, New York 13424

Request for Proposal
Professional Consulting Services
for

BUILDING COMMISSIONING SERVICES

Construction Phase Engagement

Mohawk Valley Community College, Science & Technology Building

Oneida County Bid Ref. No. 2307 | MARCH No. 23000

and

Cornell Cooperative Extension, Addition and Alterations

Oneida County Bid Ref. No. 2292 | MARCH No. 23036

RFP 2026 - 454

August 21, 2026

Introduction

The County of Oneida (the “County”) is soliciting proposals for Professional Consulting Services for the new MVCC Science & Technology (Sci-Tech) project and the Cornell Cooperative Extension, Additions and Alterations (CCE) project as defined in Section 2. Project Description and Section 3. Scope of Services. The County requires the services of a qualified, independent third-party Commissioning Authority (CxA) to complete code-required building commissioning on the two construction projects described herein. MARCH Associates Architecture (“MARCH”) is the Architect of Record on both projects and is coordinating this RFP on behalf of the Owner.

Both projects are currently in active construction. The CxA is being engaged at the Construction Phase; design document review services are not within the scope of this engagement. Proposers shall structure their scope and fee accordingly.

Proposals must be in Adobe PDF format if submitted electronically. Proposals can be submitted via email to dpwcapital@oneidacountyny.gov and cc'd to dskorupa@marchassoc.com or via mail on a USB flash drive to:

Jeffrey D. Quackenbush, Commissioner
Oneida County Department of Public Works
5999 Judd Road, Oriskany, New York 13424

Proposal is due at the above address no later than 2:00 p.m. on Friday, September 11, 2026.

Questions relating to this RFP must be submitted via email to dpwcapital@oneidacountyny.gov and cc'd to dskorupa@marchassoc.com by 2:00 p.m. on Friday, August 28, 2026. Responses to questions will be distributed to all RFP recipients as a written addendum.

Project drawings and specifications for each project are provided separately via link with this RFP transmittal. Questions regarding contract documents should be directed through the Q&A process described above.

The following attachments are also included as part of this RFP. Any revisions will be addressed by addendum if necessary:

- 01 - CCE Drawings
- 02 - CCE Specifications
- 03 - CCE Addendum No.1
- 04 - CCE Addendum No.2
- 05 - CCE Addendum No.3
- 06 - CCE Addendum No.4
- 07 - Sci-Tech Drawings (Vol 1 of 3)
- 08 - Sci-Tech Drawings (Vol 2 of 3)
- 09 - Sci-Tech Drawings (Vol 3 of 3)
- 10 - Sci-Tech Specifications (Vol 1 of 3)
- 11 - Sci-Tech Specifications (Vol 2 of 3)
- 12 - Sci-Tech Specifications (Vol 3 of 3)
- 13 - Section 019113 - General Commissioning Requirements

Section 1. RFP Timeline

Event	Date / Deadline
RFP Issue Date	August 21, 2026
Proposer Questions Due	August 28, 2026, 2:00 p.m.
Responses to Questions Issued	September 4, 2026
Proposals Due	September 11, 2026, 2:00 p.m.
Anticipated Selection	October 2026
Anticipated Agreement Execution	October 2026

Section 2. Project Description

This RFP covers two concurrent Oneida County construction projects, each requiring independent third-party building commissioning services. Both projects are currently in active construction; the CxA is being engaged at the Construction Phase and design document review is not within scope. The CxA shall provide Construction Phase, Acceptance Phase, and Warranty Phase services for both projects under a single contract with the County. Proposals and fees shall be itemized separately for each project.

Project A: MVCC Science & Technology Building

Project Address	1101 Sherman Drive, Utica, NY 13501
Bid Reference	Oneida County No. 2307 MARCH No. 23000
Building Size / Type	60,000 SF new construction — Educational / Laboratory
Substantial Completion	November 18, 2027
Current Status	Construction Phase

This project consists of a new 60,000 SF building at Mohawk Valley Community College containing laboratory spaces, classrooms, meeting rooms, and student study spaces. The building is configured as two wings connected by a central connector. Each wing contains a mechanical room with air handling units (AHUs) providing heating and cooling. A single boiler room provides hot water to the AHUs, and a single rooftop chiller provides chilled water for cooling. A replacement cooling tower for an adjacent building is included in the project documents but is explicitly excluded from the commissioning scope.

Project B: Cornell Cooperative Extension, Addition and Alterations

Project Address	121 Second Street, Oriskany, NY 13424
Bid Reference	Oneida County No. 2292 MARCH No. 23036
Building Size / Type	Existing 13,000 SF + 11,000 SF addition + 5,000 SF basement addition
Substantial Completion	November 1, 2026
Current Status	Construction Phase

This project consists of interior alterations to the existing single-story 13,000 SF building, plus an 11,000 SF first-floor addition and a 5,000 SF basement addition. The existing building is served by two gas-fired RTUs with VAV terminals, a HW boiler, and HW baseboard; approximately 2,000 SF of existing ductwork and VAV terminals were modified to accommodate floor plan changes. The addition is served by a VRF system, a Dedicated Outdoor Air System (DOAS), supplemental electric baseboard, toilet room exhaust fans, and a Building Management System (BMS) by Johnson Controls (JCI). Note: Substantial completion for this project is November 1, 2026. Proposers shall confirm current construction status with MARCH prior to proposal submission and shall describe in their proposal how they will integrate into the active construction schedule given the compressed timeline.

Section 3. Scope of Services

The Consultant shall provide all commissioning services in accordance with ASHRAE Guideline 0 (The Commissioning Process), ASHRAE Guideline 1.1 (HVAC&R Technical Requirements for the Commissioning Process), ANSI/ASHRAE/IES Standard 202 (Commissioning Process for Buildings and Systems), and Specification Section 01 91 13 — General Commissioning Requirements, attached (Note, the attached document titled “13 – Section 019113 – General Commissioning Requirements” supersedes and governs over commissioning specifications found in the project specification manuals). Services shall span from Construction Phase initiation through Warranty Phase completion for both projects.

3.1 Systems to Be Commissioned

Project A — MVCC Science & Technology Building

- HVAC air-side systems: AHUs (both wings), VAV terminal units, ductwork and accessories, sound and vibration control devices
- Hydronic systems: hot water heating distribution, boiler plant, chilled water distribution, rooftop chiller
- Controls / BAS: DDC control system, all field sensors and actuators, full sequence of operations verification, graphics, and trend logs.
- Variable frequency drives (VFDs) on fans and pumps
- Laboratory ventilation: fume hoods, laboratory pressurization, specialty exhaust fans, point exhaust systems
- Plumbing: domestic hot water, laboratory gas systems, compressed air systems
- Fire protection and life safety systems (per Spec Section 01 91 13)
- Electrical: emergency power systems, UPS, lighting controls (non-manual)
- Electronic safety and security: fire/smoke alarms, security systems

Project B — Cornell Cooperative Extension

- VRF system: all indoor and outdoor units, refrigerant circuits, controls integration
- DOAS unit: supply air handling, energy recovery, controls
- Existing RTU/VAV system (modified portions): verification of modified ductwork and VAV terminal function
- Existing HW boiler and distribution (as modified or affected by renovation)
- Supplemental electric baseboard: thermostat and control verification
- Toilet room exhaust fans: airflow and control verification
- JCI BMS: full sequence of operations verification, interoperability of VRF, DOAS, and existing systems, sensor/actuator calibration, graphics, and trend logs.
- Domestic hot water systems
- Fire and smoke alarms (per Spec Section 01 91 13)
- Lighting controls (non-manual)

Note: The systems identified herein are to be commissioned by the CxA. This listing does not modify or expand the scope of work of any Contractor under their existing construction contracts.

3.2 Construction Phase Services

3.2.1 Project Initiation and Planning

1. Review Contract Documents, including drawings, specifications (including Spec Section 01 91 13), and Basis of Design (BOD) documentation prepared by the design team.
2. As commissioning services are being initiated during construction, certain equipment, controls infrastructure, and MEP systems may already be installed, started up, or partially tested. The CxA shall document any observed conditions that hinder or limit commissioning but shall not be responsible for redesign, reinstallation, or correction of pre-existing work. Required modifications, if any, will be addressed by the County under the construction contracts or as directed through MARCH.

3. Attend a commissioning scoping/kickoff meeting with the Owner, Architect, and contractors within 30 days of contract execution to establish roles, responsibilities, protocols, and the commissioning schedule. Invite Owner facility operations and maintenance staff to this meeting. Note: Both projects under this RFP are in active construction; design document review services are not included in this scope. The CxA shall review the Contract Documents for commissioning planning purposes only and shall report any discovered deficiencies affecting commission-ability to MARCH in writing.
4. Prepare and issue a project-specific Commissioning Plan within 30 days of kickoff. The Plan shall include: commissioning team roster with contact information and responsibilities; itemized list of systems and equipment to be commissioned; commissioning schedule integrated with the construction progress schedule; communication and documentation protocols; prefunctional checklist and functional test execution strategy including the formal sampling approach for identical units per Section 3.2.4; deferred and seasonal testing plan; and list of all required deliverables with target dates.
5. Review Contractor-submitted anticipated equipment startup dates (due within 60 days of construction contract award) and provide scheduling feedback.
6. The CxA acknowledges that the General Contractor (GC), Mechanical Contractor (MC), Plumbing Contractor (PC), Electrical Contractor (EC), and all related subcontractors are already under contract with the County. Their existing contractual scopes may not include or align fully with the commissioning procedures or documentation described in this RFP. Nothing in this RFP shall be interpreted as creating new obligations for those Contractors beyond their executed contracts.
7. The CxA shall plan and execute commissioning activities with this condition in mind, and shall identify to the County and MARCH any commissioning tasks that require Contractor assistance. The County will determine, on a case-by-case basis, whether to direct the Contractor to support such commissioning activities under their existing contract, or whether the task shall be addressed by the CxA or treated as an additional Owner directive.

3.2.2 Submittal and Design Reviews

1. Review shop drawings and product data for commissioned systems. Provide written comments to MARCH focused on commission-ability, access provisions, instrumentation, and control integration.
2. Review all BAS/DDC control submittals and sequences of operation. Resolve ambiguities with the design team and Contractor in writing prior to field execution.
3. Review Test, Adjust, and Balance (TAB) execution plan prior to fieldwork. Review completed TAB reports and verify accuracy by field spot-check (minimum 10% of air outlets/terminals; 10% of hydronic circuits). Issue a written TAB Review Report.
4. Review Requests for Information (RFIs) and Change Orders for impact on commissioning scope.

3.2.3 Field Observation and Prefunctional Activities

1. Conduct periodic construction site visits (minimum monthly during MEP equipment installation; bi-weekly during startup and testing). Issue written Field Observation Reports, and issues/deficiency log within five (5) business days of routine monthly visits, and within 48 hours of any visit conducted during startup and testing phases.
2. Attend construction progress meetings as needed to maintain awareness of schedule and issues affecting commissioning.
3. Develop Prefunctional Checklists (PCs) for all commissioned equipment per Spec Section 01 91 13. Furnish completed PC forms to Contractor for execution.
4. Witness and document Contractor-executed startup activities for primary equipment. Log all deficiencies in the Issues Log within 24 hours of identification.
5. Verify calibration of all field-installed sensors, actuators, dampers, and control valves per Spec Section 01 91 13, Section 3.06, including transmitter zero/span verification and actuator stroke checks.

3.2.4 Functional Performance Testing (FPT)

1. Prepare written Functional Test Procedures (FTP) for all commissioned systems and equipment, in coordination with the Contractor and design team. FTPs shall include: specific test conditions (load, mode, season simulation); pass/fail acceptance criteria referenced to Contract Documents; step-by-step test sequence; data recording forms; and required signal simulation and override methods.

2. Witness and document all Functional Performance Tests executed by Contractor. Testing shall include operation through all sequences of operation: occupied/unoccupied modes, setback, economizer/free cooling where applicable, part-load and full-load, component failure/alarm responses, VFD staging, and cross-system interlocks (fire alarm, BAS, emergency power).
3. Maintain a running Issues/Deficiency Log throughout the commissioning process. Each entry shall include at minimum: unique sequential reference number; description of the issue with the specific Contract Document requirement referenced; equipment tag and/or room location; initials of the individual who identified the issue; date first observed; proposed resolution with date proposed; dates of any subsequent observations with additional information; and date of final resolution confirmed by the CxA. Issues shall not be deleted from the log. Distribute the updated Issues Log to all parties within three (3) working days of any change, and at minimum bi-weekly.
4. Verify VFD parameter settings, motor data, and drive programming against design intent for all VFD-equipped equipment.
5. Project A — Laboratory Commissioning: Verify fume hood face velocity and containment performance. Verify laboratory pressurization relationships (positive/negative) between spaces under all operating modes. Verify specialty exhaust and point exhaust performance.
6. Project B — VRF Commissioning: Verify refrigerant circuit charging, indoor unit airflow and temperature performance, system capacity staging, controls integration with JCI BMS, and interoperability of VRF and DOAS systems under all design modes.
7. Certificate of Readiness (CoR): Prior to scheduling Functional Performance Testing for each system, prepare and submit a Certificate of Readiness certifying that: all Prefunctional Checklists for that system are complete and signed; all open deficiencies identified during inspections and startup have been resolved or formally accepted by the Owner; TAB has been completed and reviewed; and the system is ready for functional testing. Functional Performance Testing shall not commence until the CoR for that system has been reviewed and accepted by the Owner and MARCH. The Owner and MARCH shall complete their review within five (5) business days of receipt; if no response is received within that period, the CoR shall be deemed accepted. Note: the CoR should originate from the Contractor(s) once the systems are ready for review.
8. Testing Sampling Strategy: The Commissioning Plan shall formally document the sampling approach for each category of identical or similar equipment, consistent with the sampling framework defined in Specification Section 01 91 13 §3.07.C. All primary equipment (AHUs, boilers, chillers, VRF outdoor units, DOAS, BAS controllers) shall be tested at 100 percent. Prefunctional Checklist execution shall have no sampling — 100 percent of all equipment shall be checked, per Spec Section 01 91 13 §3.04.A.1. All sampling decisions, failure thresholds, and re-test requirements shall comply with Spec Section 01 91 13 §3.05.D and §3.07.C.
9. Aborted Tests and Re-Testing: If a Functional Performance Test is aborted due to equipment failure, incomplete installation, or safety concerns, the CxA shall document the cause of abortion in the Issues Log within 24 hours, including the specific failure mode and the corrective action required. Re-testing of failed or aborted systems shall occur only after the Issues Log deficiency is resolved and confirmed by the CxA. The Contractor shall bear all costs for re-testing necessitated by equipment or installation deficiencies.
10. Integrated Systems Testing (IST) — Project A: Following individual system FPT completion, conduct Integrated Systems Testing to verify cross-system interactions under simulated operational conditions. IST shall include at minimum: fire alarm activation response across HVAC (fan shutdown, damper closure, stairwell pressurization), BAS, and emergency power systems; BAS override and failure-mode response across all commissioned systems; power failure and generator transfer with system restart sequencing; and laboratory pressurization hierarchy under fire alarm and HVAC failure conditions. IST scenarios shall be documented in the Commissioning Plan and results recorded in dedicated IST data forms. The CxA shall coordinate IST scheduling with the General Contractor, fire alarm subcontractor, and AHJ. Coordination of AHJ notification and system reset after fire alarm testing is the Contractor's responsibility per Spec Section 01 91 13.
11. Contractor participation during commissioning tests is required. Where Contractor involvement is necessary for safe or proper execution of testing, the CxA shall notify the County and MARCH. The County will determine whether such participation is required or must be separately authorized.

3.2.5 Deferred and Seasonal Testing

1. Identify systems requiring deferred or opposite-season testing and document in the Commissioning Plan.

2. Coordinate and witness execution of deferred/seasonal tests during the Warranty Phase. Document and report results per Spec Section 01 91 13, Section 3.05.F.

3.3 Acceptance Phase Services

1. Review Owner's O&M manuals for commissioned systems for completeness, accuracy, and incorporation of as-built sequences of operation. Provide written comments to Contractor and MARCH/Beebe.
2. Prepare a Training Plan prior to the commencement of Owner training activities. The Training Plan shall be provided by contractors and approved by CxA. The Training plan shall identify: all systems to be covered; agenda and duration for each training session; qualifications of the trainer(s); training materials and format (classroom, hands-on, video); and method of documenting attendee participation. Submit the Training Plan to the Owner and MARCH/Beebe for review not less than 10 business days before training begins. The Owner and MARCH/Beebe shall provide comments within five (5) business days of receipt.
3. Witness and document Contractor-provided Owner training. Confirm training covers all commissioned systems and matches as-built conditions, sequences of operation, and the approved Training Plan. Submit a written Training Verification Report.
4. Prepare a Systems Manual for each project, separate from and supplementing the Contractor-provided O&M manuals. The Systems Manual shall serve as a single-source operational reference document for Oneida County DPW facility staff and shall include: project description and as-built system narrative; design intent and Owner's Project Requirements summary; as-built sequences of operation for all BAS-controlled systems; as-built set points, control parameters, and alarm thresholds; recommended preventive maintenance tasks and intervals for all commissioned equipment; seasonal changeover procedures; and a list of any outstanding deferred items with anticipated resolution schedule. A sample Systems Manual format will be provided to the selected CxA upon contract award. Deliver the Systems Manual in electronic PDF and editable Word format.
5. Prepare a Maintenance and Service Life Plan identifying scheduled maintenance tasks, task frequency, responsible party (Owner vs. service contractor), estimated service life of major commissioned equipment, and recommended capital replacement timeline for each major system. This plan shall be formatted for direct incorporation into Oneida County DPW's facility maintenance program. A sample format will be provided to the selected CxA upon contract award.
6. Review equipment warranties to confirm Owner maintenance obligations are clearly documented and consistent with the Maintenance and Service Life Plan.
7. Compile and deliver the Final Commissioning Report (see Section 3.5).

3.4 Warranty Phase Services

1. Return to each project site at 10 months into the 12-month warranty period. Meet with Owner's facility staff to review building operation, outstanding issues, and warranty-eligible deficiencies. Submit a written Warranty Review Report within 10 business days of each visit.
2. Execute any deferred or seasonal functional tests not completed prior to Substantial Completion.
3. Coordinate with Contractor for correction of deficiencies identified during warranty-period testing.

3.5 Deliverables

Deliverable	Phase	Requirements
Commissioning Plan	Construction	Within 30 days of kickoff; updated as required
Contractor Scope Alignment Review	Construction	Summary memo identifying commissioning tasks requiring contractor participation, and confirming which tasks align with existing contractor scopes.
Field Observation Reports	Construction	Within 5 business days (routine visits); within 48 hours (startup and testing phase visits)
Prefunctional Checklists (PCs)	Construction	Prepared by CxA; executed and returned by Contractor

Functional Test Procedures (FTP)	Construction	Reviewed by design team and Contractor prior to execution
Issues / Deficiency Log	Construction –Warranty	Maintained continuously; distributed bi-weekly minimum
TAB Review Report	Construction	Following receipt of completed TAB report, onsite time should be included to verify methods and readings are appropriate
Training Verification Report	Acceptance	Following Contractor-provided O&M training
Certificate of Readiness (per system)	Construction (pre-FPT)	Submitted and accepted before FPT begins for each system; signed by CxA
IST Procedures and Results	Construction	Project A only; following individual system FPT completion
Training Plan	Acceptance	Minimum 10 business days before Owner training begins
Final Commissioning Report	Acceptance	Electronic PDF, bookmarked; includes all CxA deliverables, test results, IST results, open/closed issues log
Systems Manual	Acceptance	Electronic PDF + editable Word; as-built sequences, set points, maintenance guidance
Maintenance and Service Life Plan	Acceptance	Formatted for County DPW facility maintenance program
Warranty Review Report	Warranty	Within 10 business days of 10-month site visit. Some testing may require seasonal testing as deemed appropriate.

All deliverables shall be provided in electronic PDF format and, where applicable, editable Microsoft Word or Excel format. The Final Commissioning Report shall include at minimum: executive summary, team roster and roles, project description, Field Observation Reports, completed and signed PCs, FTPs and pass/fail results, TAB review findings, Issues Log (open and closed), Training Verification Report, and as-built sequences of operation.

3.6 Project Controls and Reporting

1. **Baseline Schedule:** Within ten (10) business days of Notice to Proceed, submit a Commissioning Phase Baseline Schedule covering both projects and all major milestones.
2. **Monthly Progress Updates:** By the fifth (5th) business day of each month, submit an updated schedule reflecting actual progress, forecast dates, and schedule recovery actions.
3. **Meeting Minutes:** Generate formal minutes for all commissioning meetings. Distribute within 5 business days to the County, MARCH, and all parties involved.
4. **Cash-Flow Projections:** Upon written request, submit monthly cash-flow projections in Microsoft Excel (.XLSX) and PDF formats.

3.7 Reference Standards

The Consultant shall conduct all commissioning activities in accordance with the following standards and guidelines (latest adopted edition unless noted):

- ASHRAE Guideline 0 — The Commissioning Process
- ASHRAE Guideline 1.1 — HVAC&R Technical Requirements for the Commissioning Process
- ANSI/ASHRAE/IES Standard 202 — Commissioning Process for Buildings and Systems

- ASHRAE Standard 62.1 — Ventilation for Acceptable Indoor Air Quality
- ASHRAE Standard 90.1 — Energy Standard for Buildings (where energy performance verification applies)
- ASHRAE Standard 55 — Thermal Environmental Conditions for Human Occupancy
- Specification Section 01 91 13 — General Commissioning Requirements (MARCH, attached)
- NYSERDA guidelines and applicable NYS Energy Code requirements
- CSI/CSC MasterFormat 2016 — documentation identification system
- NFPA 72 — National Fire Alarm and Signaling Code
- ASHRAE Standard 180 — Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems (reference for Maintenance Plan development)
- ACG Commissioning Guideline (AABC Commissioning Group) — acceptable commissioning standard where CxA is ACG-certified
- NEBB S1110 — Whole Building Technical Commissioning of New Construction (acceptable commissioning standard where CxA is NEBB-certified)
- ANSI/SMACNA 014 — HVAC Systems Commissioning Manual (acceptable commissioning standard where applicable)

The CxA shall conduct all commissioning activities in accordance with the commissioning standard applicable to the certification(s) held by the Lead CxA and Commissioning Specialists. Where the requirements of the applicable commissioning standard exceed those stated in this RFP or in Spec Section 01 91 13, the more stringent requirements shall apply. Where instrument manufacturer calibration recommendations are more stringent than those in the commissioning standard, the manufacturer recommendations shall govern.

3. 8 Commissioning Coordination Requirements

1. The CxA shall coordinate commissioning activities with the GC, FP, MC, PC, EC, controls subcontractor, and TAB subcontractor within the limits of their existing contract requirements. The CxA shall not direct the Contractors' work; all directives shall flow through the County or MARCH.
2. Where commissioning requires Contractor participation (e.g., controls technician presence, equipment start-up support, TAB representative availability), the CxA shall formally notify design consultants and the County. The County will determine whether such participation is required under the Contractor's contract and will issue formal direction when appropriate.
3. The CxA shall develop commissioning schedules that minimize disruption to Contractor activities and account for the fact that Contractor availability for commissioning tasks may be limited to what has been contracted.
4. The CxA shall adapt commissioning checklists, test procedures, and documentation workflows to accommodate the Contractors' existing contractual obligations and level of available documentation.

Section 4. Terms and Conditions

The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

Consultant shall not discriminate against any individual in accordance with applicable federal, state, or local laws.

Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE firms are given the maximum opportunity to compete for any sub-contracts.

Consultant shall be required to enter into an Engineering Services Agreement (the "Agreement") with the County, inclusive of insurance requirements set forth herein and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

The Agreement entered into as a result of this RFP shall be between the Consultant and the County.

Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d (Appendix A).

Consultant shall comply with and certify pursuant to General Municipal Law § 103-G, Iranian Energy Sector Divestment (Appendix B).

Consultant shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy (Appendix C).

Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law § 201-g (Appendix D).

Consultant shall comply with the Standard Oneida County Conditions (Appendix E).

Payment for Services

Consultant shall invoice County monthly for services rendered.

Consultant shall be paid a Lump Sum Fee for all work. Payment shall be based on percentage of work completed.

Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses unless explicitly authorized in writing by the County.

Consultant will not be paid for services performed without prior written authorization from the County.

Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its

subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of crossclaim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim. The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of final payment.

Insurance Requirements

The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (Excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

Coverage	Per Occurrence / Per Claim	Aggregate
Commercial General Liability (ISO CG 00 01, occurrence form; completed operations maintained 3 years post-completion)	\$1,000,000	\$2,000,000
Automobile Liability (owned, leased, hired, and non-owned)	\$1,000,000	\$1,000,000
Excess / Commercial Umbrella (following form over CGL and Auto)	\$5,000,000	\$5,000,000
Workers' Compensation	Statutory	N/A
Employer's Liability	Statutory	Statutory
Professional Liability / E&O (claims-made; tail coverage 2 years post-completion)	\$1,000,000	\$2,000,000

Additional Insured: The Consultant shall cause the CGL, Auto, and Umbrella policies to include the County, design team, and CM as an additional insured on a primary and non-contributory basis with subrogation waived. Certificates of insurance shall contain a provision that coverage will not be cancelled until at least thirty (30) days prior written notice is given to the County.

Independent Contractor Status

The Consultant shall not be deemed an employee of the County for any purpose. The Consultant shall not hold itself out as nor claim to be an officer or employee of the County, and shall not make any claim for any right or privilege applicable to County officers or employees. The County shall not make any withholding for taxes or other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, and workers' compensation insurance.

Document Ownership

The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including all reports, drawings, specifications, and commissioning documentation prepared for the Project. All such documents shall become the property of the County, whether or not the Project is completed. The Consultant shall provide reproductions of all Instruments of Service to the County upon request, free of charge.

Choice of Law

The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Section 5. Special Requirements

The Consultant shall have on staff, or as a subconsultant, a Professional Engineer licensed by the New York State Education Department with a Mechanical Engineering discipline. This individual shall serve as Lead Commissioning Authority, shall be responsible for overall coordination of services, and shall supervise all field staff and subconsultants.

The Lead CxA shall additionally hold current commissioning certification through one of the following recognized bodies:

- Building Commissioning Association (BCxA): Certified Commissioning Professional (CCP) or Certified Commissioning Authority (CxA)
- AABC Commissioning Group (ACG): Commissioning Authority (CxA) credential
- Association of Energy Engineers (AEE): Certified Building Commissioning Professional (CBCP) or Certified Commissioning Professional (CCP)
- NEBB: Building System Commissioning Professional (CxCP)
- ASHRAE: Building Commissioning Professional (BCxP)
- University of Wisconsin-Madison: Qualified Commissioning Process Provider (QCxP)

Commissioning Specialists: The CxA firm shall assign Commissioning Specialists with the following qualifications for each technical discipline being commissioned:

- Mechanical Commissioning Specialist: Minimum five (5) years of experience commissioning HVAC systems; certified by NEBB, ACG, ASHRAE, AEE, or BCxA in HVAC commissioning. Required for both projects.
- Electrical Commissioning Specialist (Project A): Minimum five (5) years of experience inspecting, testing, and calibrating electrical distribution, emergency power, and control systems. Preferred for Project A; may be the Lead CxA or a subconsultant, provided qualifications are documented in the proposal.
- Controls/BAS Commissioning Specialist: Demonstrated experience with DDC commissioning and JCI BAS systems. May be the same individual as the Mechanical Specialist if qualifications are met.

Additional minimum qualifications:

- Minimum five (5) years of experience as lead CxA on third-party building commissioning projects.
- Experience as principal CxA on a minimum of three (3) completed projects of 20,000 SF or greater involving HVAC systems of comparable complexity, including at least two projects with integrated BAS commissioning.
- Laboratory HVAC commissioning experience (fume hoods, pressurization, specialty exhaust) is required for Project A.
- VRF and DOAS commissioning experience is required for Project B.
- Demonstrated ability to develop and execute Integrated Systems Testing for facilities with cross-system interdependencies (fire alarm, BAS, emergency power). Required for Project A.
- Demonstrated ability to develop a Systems Manual and Maintenance and Service Life Plan as described in Section 3.3.
- Familiarity with mid-construction CxA engagement: ability to assess installation progress, establish commissioning baseline from as-installed conditions, and integrate into an active construction schedule without design document review phase.
- Demonstrated ability to review and verify TAB reports. Any TAB subconsultant must be certified by AABC, NEBB, or TABB.
- The CxA firm shall be financially and corporately independent from the General Contractor, all subcontractors, equipment manufacturers, and the Designer of Record on both projects.

Responsibility of Consultant

If it is found that the Consultant is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected, and any contract entered into may be terminated immediately upon notice without penalty.

Section 6. Proposal Evaluation Criteria

The critical factors to be considered in the evaluation of proposals are as follows:

- Past performance on commissioning projects of comparable type, size, and systems complexity, with particular weight given to educational/laboratory facilities (Project A) and VRF/DOAS systems (Project B).
- Professional qualifications of the Lead CxA and all proposed staff, including NYS PE licensure, commissioning certification credentials, and relevant project-specific experience.
- Professional capacity of the firm to perform services concurrently on both projects within the required timeframe, including staffing plan and site visit approach.
- Familiarity with Oneida County DPW, the locality of Oneida County, and its local laws and regulations, including the ability to respond to project sites for time-sensitive commissioning activities.
- Specialized technical competence in the specific systems being commissioned: laboratory HVAC, VRF/DOAS, DDC/BAS, and VFDs.
- Proposed consulting fees (lump sum, itemized per project and per phase).

The County reserves the right to adjust weighting or consider additional factors as deemed to be in the County's best interest. The County reserves the right to reject any or all proposals and to waive minor irregularities.

Section 7. Submittal Requirements

Proposals shall be submitted electronically in Adobe PDF format to dpwcapital@oneidacountyny.gov, cc'd to dskorupa@marchassoc.com as stated in the introduction to this RFP on page 2. Proposals shall be organized with section dividers corresponding to the items listed below.

1. Cover page (one page): firm name, address, primary contact name and information, RFP number, and certification that the firm meets all minimum qualifications in Section 5.
2. List of subconsultants (one page), if applicable.
3. Firm Overview and Team Organization: brief firm description; organizational chart; resumes for all proposed team members including Lead CxA, supporting staff, and any subconsultants. Resumes shall include education, NYS PE license number (if applicable), commissioning certifications with credential numbers, and relevant project experience.
4. Commissioning Experience (10 pages maximum): a minimum of three (3) completed commissioning projects as principal CxA. For each project provide: project name, location, Owner name and contact information, building size and type, systems commissioned, approximate construction cost, completion date, and role of proposed team members. Specifically address laboratory HVAC experience (Project A) and VRF/DOAS experience (Project B).
5. Proposed Approach and Methodology (5 pages maximum): describe approach to commissioning both projects concurrently, including site visit frequency and staffing plan, approach to FPT execution for lab pressurization (Project A) and VRF/DOAS integration (Project B), Issues Log management strategy, and deferred/seasonal testing plan. Include sample forms: one Prefunctional Checklist and one Functional Test Procedure from a prior project, clearly labeled as examples.
6. References: minimum three (3) Owner references for commissioning projects completed within the past five years. Include Owner name, contact name and title, phone, email, project description, and completion date.
7. Completed Appendix F — Fee Proposal.
8. Billable hourly rate schedule for all team members and subconsultants (Schedule A).
9. Signed Appendix A – Non-Collusion Certification.
10. Signed Appendix B – Iran Divestment Act Certification.
11. Signed Appendix C – Solid Waste Certification.
12. Signed Appendix D – Statement on Sexual Harassment.

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in this RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Legal Name of Person, Firm or Corporation	Address
Signature	Name and Title
Date	

Appendix A

Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Legal Name of Person, Firm or Corporation	Address
Signature	Name and Title
Date	

(SIGN AND RETURN WITH PROPOSAL)

Appendix B

Iran Divestment Act — Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, and Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the County may not enter into or award a Contract unless it obtains a certification from a Bidder that they are not on the prohibited entities list posted by the Office of General Services.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Legal Name of Person, Firm or Corporation	Address
Signature	Name and Title
Date	

(SIGN AND RETURN WITH PROPOSAL)

Appendix C

Recycling and Solid Waste Management Certification

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors.

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Legal Name of Person, Firm or Corporation	Address
Signature	Name and Title
Date	

(SIGN AND RETURN WITH PROPOSAL)

Appendix D

Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Legal Name of Person, Firm or Corporation	Address
Signature	Name and Title
Date	

(SIGN AND RETURN WITH PROPOSAL)

Appendix E

Standard Oneida County Conditions

The County of Oneida (“County”) and _____ (“Contractor”), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

The Standard Oneida County Conditions (clauses 1–21) are incorporated herein by reference, including but not limited to: Executory/Non-Appropriation Clause; Solid Waste Disposal Requirements (Resolution #249); Lobbying/Debarment/Drug-Free Workplace Certifications; HIPAA; Non-Assignment (GML §109); Workers’ Compensation (GML §108); Non-Discrimination (Executive Law Article 15); Wage and Hours Provisions (Labor Law Articles 8 and 9); Non-Collusive Bidding (GML §103-d); Records Retention (7 years); Identifying Information and Privacy Notification; Governing Law (New York State); Prohibition on Tropical Hardwoods (State Finance Law §165); Information Security Breach Notification (GBL §899-aa); Gratuities and Kickbacks; Audit Rights; Iran Divestment Act Certification (GML §103-g); Prohibition on Tobacco and E-Cigarettes on County Property (Local Law No. 3 of 2016); Compliance with Labor Law §201-g and §220-i.

A complete copy of the Standard Oneida County Conditions will be provided to the selected Consultant upon award and incorporated into the executed Agreement.

Appendix F

Fee Proposal Form

We submit the following fee proposal for Building Commissioning Services for the projects listed below. In case of conflict between prices, the prices written in words shall control.

PROJECT A: MVCC Science & Technology Building | MARCH No. 23000

Phase / System Category	Fee (Numbers)	Fee (Words)
Construction Phase — HVAC Air-Side Systems	\$_____	
Construction Phase — Hydronic / Mechanical Plant (Boiler, Chiller, Pumps)	\$_____	
Construction Phase — Controls / BAS / VFDs	\$_____	
Construction Phase — Laboratory Systems (Fume Hoods, Pressurization, Exhaust)	\$_____	
Construction Phase — Plumbing, Fire Protection, Electrical / Life Safety	\$_____	
Acceptance Phase (O&M Review, Training Verification, Final Cx Report)	\$_____	
Warranty Phase (10-Month Visit, Deferred / Seasonal Testing)	\$_____	
TOTAL LUMP SUM — PROJECT A	\$_____	

PROJECT B: Cornell Cooperative Extension, Addition and Alterations | MARCH No. 23036

Phase / System Category	Fee (Numbers)	Fee (Words)
Construction Phase — VRF System (All Units, Refrigerant Circuits, Controls)	\$_____	
Construction Phase — DOAS Unit (Supply Air, Energy Recovery, Controls)	\$_____	
Construction Phase — Existing RTU / VAV System (Modified Portions)	\$_____	
Construction Phase — JCI BMS Integration and Controls Verification	\$_____	
Construction Phase — Plumbing, Exhaust Fans, Electrical / Life Safety	\$_____	
Acceptance Phase (O&M Review, Training Verification, Final Cx Report)	\$_____	
Warranty Phase (10-Month Visit, Deferred / Seasonal Testing)	\$_____	
TOTAL LUMP SUM — PROJECT B	\$_____	

COMBINED TOTAL — BOTH PROJECTS	\$_____	
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Hourly rates for additional services are provided on Schedule A (attached separately).

Team Member / Classification	Hourly Rate
Lead Commissioning Authority (PE / CxA)	\$ _____/hr
Field Commissioning Engineer	\$ _____/hr
Commissioning Technician / Field Staff	\$ _____/hr
Administrative / Clerical	\$ _____/hr

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Legal Name of Person, Firm or Corporation	Address
Signature	Name and Title
Date	

— End of Request for Proposal —