

**AGREEMENT BETWEEN
CITY OF DELTONA, FLORIDA AND
ROCHA CONTROLS
FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM
UPGRADES AND MAINTENANCE PER RFQ# PW 18-04**

THIS AGREEMENT is made and entered into this 16th day of August, 2018 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and ROCHA CONTROLS, duly authorized to conduct business in the State of Florida, whose principal address is 5025 West Rio Vista Avenue, Tampa, Florida, 33634, hereinafter called the "Consultant".

WHEREAS, the City has publicly submitted Request for Qualifications (RFQ) No. PW 18-04 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RFQ No. PW 18-04 did seek firms or individuals qualified to provide Supervisory Control and Data Acquisition (SCADA) System Upgrades and Maintenance; and

WHEREAS, the Consultant desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Professional Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Consultant to provide professional services related to the Supervisory Control and Data Acquisition (SCADA) System Upgrades and Maintenance per RFQ No. PW 18-04, attached hereto and incorporated herein by reference. The Consultant acknowledges and agrees that is the work is assigned to the Consultant, each individual project shall have a specific Scope of Services agreed to by both parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task.

The task order shall be signed by parties prior to the Consultant performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Consultant beginning any work on the assigned project or payment being made to the Consultant.

2.2 The Consultant shall coordinate, cooperate, and work with any other Consultant retained by the City. Consultant acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Consultant or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.3 Consultant shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Consultant shall be responsible for the removal of surplus material and debris occurring from this work if the materials or debris was generated as a result of the Consultant's work. The Consultant shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Consultant, the Consultant shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Consultant fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Consultant to deduct the amount of corrective work from the contract balance.

2.4 The Consultant agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee the Consultant any minimum amount of work throughout the term of this Agreement. Furthermore, Consultant agrees and acknowledges that in the event Consultant cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

2.5 Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

2.6 This agreement shall be effective for two (2) year period immediately following the date of execution of this Agreement by the City. The City reserves the sole right to renew this Agreement in writing for two (2) additional twelve (12) month periods to the expiration of each term. Labor prices for the contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

Article 3. Payment

3.1 Payment shall be based upon the hourly billing rates as set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Consultant receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Consultant shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Consultant and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Consultant's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Consultant only for the total fee agreed upon for each project.

3.2 Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 Consultant shall submit invoices at the end of each month documenting the percent of completion on each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

3.5 The Consultant shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Consultant hereby agrees that the total cost, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

3.6 In the event a specific project is to be funded by state or federal monies, the Consultant hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. City Responsibilities

4.1 City shall promptly review the deliverables and other materials submitted by Consultant and provide direction to Consultant as needed. City shall designate one City staff member to act as City's Project Administrator and/or Spokesperson.

4.2 The City will provide to the Consultant all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Consultant in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 **Qualifications.** Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

5.2 **Termination.** This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Consultant and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Consultant for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Consultant to fulfill his contractual obligations, City shall reimburse Consultant for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Consultant in connection with the project shall be returned to the City and become and remain the property of the City. Consultant shall not use any part thereof without written consent of the City.

5.3 **Assignment.** This Agreement may not be assigned or transferred in any manner by Consultant without written authorization by the City.

5.4 **Insurance and Bond.** Consultant shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A.M. Best or some other

form of assurance approved by the City's Risk Manager. Consultant shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

(A) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

(B) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	

(C) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(D) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the consultant must provide a notarized statement that is he or she is injured; he or she will not hold the CITY responsible for any payment or compensation and provide Workers' Compensation exempt certificate.

(E) Additional Requirements.

(1) City of Deltona shall be named and endorsed as an additional insured on the General liability policy.

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials, and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Contractors negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(3) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(4) Certificates of insurance shall identify the RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

(5) Consultant shall be responsible for subcontractors and their insurance.

(6) The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(7) Consultant shall be solely responsible for all deductibles and self-insurance retention on Consultant Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

5.5 Indemnity. Consultant shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Consultant to take out and maintain the above insurance. Additionally, Consultant agrees to indemnify, and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Consultant, its agents, employees or representative, in the performance of

Consultant's duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

5.6 Independent Contractor. Consultant agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Consultant shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

5.7 Ownership of Deliverables.

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Consultant shall deliver all such original work product to City upon completion thereof unless it is necessary for Consultant, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant hereby assigns to City any and all rights Consultant may have including, without limitation, the copyright, with respect to such work. The Consultant acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Consultant are public records and Consultant shall abide by applicable requirements of Florida law. Consultant shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Consultant's release or disclosure of information to the media or to the public.

5.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Consultant shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services

hereunder, that were furnished to the Consultant by the City pursuant to this Agreement. Consultant may keep copies of all work products for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Consultant of his duty to perform or give rise to any right to damages or additional compensation from the City. The Consultant expressly acknowledges and agrees that the Consultant shall receive no damages for delay. The Consultant's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Consultant or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

5.11 Accuracy. The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

5.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.14 Prohibition against Contingent Fees. Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.15 Public Records. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or

received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Upon request of the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
- (e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 878-8100, jraftery@deltonafl.gov, 2345 Providence Blvd., Deltona, Florida 32725.**

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement Consultant assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Consultant does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Consultant employees or applicants for employment. Consultant understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Article 7. Severability and Notice

7.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Consultant:
Raymond Rocha
President
Rocha Controls
5025 Rio Vista Avenue
Tampa, Florida 33634

If to City:
Dave Denny
Interim Public Works Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

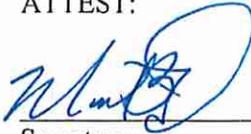
8.2 This Agreement contains the following Exhibits:

Exhibit A Scope of Services and Cost for Services

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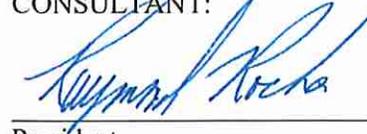
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:


Secretary

(CORPORATE SEAL)

CONSULTANT:


President

8-7-18
Date

ATTEST:

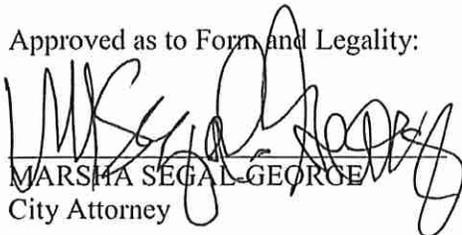

JOYCE RAFTERY
City Clerk

CITY OF DELTONA


JANE SHANG
City Manager

8/16/2018
Date

Approved as to Form and Legality:


MARSHA SEGAL-GEORGE
City Attorney



Rocha Controls - Municipal and Industrial Control Systems
5025 Rio Vista Ave
Tampa, FL 33634
813-628-5584 ph 813-664-6713 fax
www.rochacontrols.com

July 17, 2018

Jacque Cioffi
Purchasing Agent
Public Works / Deltona Water
City of Deltona

Re: RFQ# PW 18-04 SCADA System Upgrades and Maintenance
Rocha Controls Standard Rates

Jacque:

Rocha Controls will provide miscellaneous SCADA, Instrumentation and Control System Technician services at the following rates for the referenced contract.

<u>Labor and Related Expenses</u>	<u>Workdays</u>	<u>Overtime</u>	<u>Holidays</u>
Panel Builder (per hour)	\$65		
Designer (per hour)	\$75		
Engineer (per hour)	\$120		
Field Service Technician (per hour)	\$110	\$125	\$150
HMI/PLC Programmer (per hour)	\$145	\$175	\$225
<u>Other Expenses</u>		<u>Charges</u>	
Travel/Automobile Expense	\$150/trip		
Lodging/Per Diem Expenses	\$150/Day (if overnight stay is needed)		
Parts/Supplies	Actual Expense plus 15% *		

Supplies and equipment will be replaced with same from CUSTOMER'S inventory or, at the direction of the CUSTOMER only, will be procured by Rocha Controls and billed at the indicated markup.

For Questions on this quotation please call Mark Tyl at 813-924-3169 or email mtyl@rochacontrols.com.

Sincerely,

Mark B. Tyl, P.E.
Director of Operations



**Request for Qualifications
(RFQ) PW 18-04,
Supervisory Control and Data Acquisition (SCADA) System Upgrades & Maintenance**

Purpose: The City of Deltona's Water Department (Deltona Water) is seeking qualifications packets from qualified firms that are interested in providing professional services for the Supervisory Control and Data Acquisition (SCADA) System Upgrades and Maintenance. It is anticipated that agreements awarded from this RFQ will be for two (2) years with the option to renew for two (2) additional one (1) year periods. The City of Deltona (CITY) reserves the right to cancel an agreement awarded under this RFQ at any time for any reason.

The City of Deltona, FL is requesting qualifications submittals from interested SCADA Consultants or SCADA systems integrators for SCADA System Upgrades, Security Upgrades, and Maintenance projects. Opportunities and work will be for the CITY's Public Works Department and Deltona Water (DW) facilities for SCADA systems integration, security and network systems improvements projects as defined below, to sustain the City's ability to maintain regulatory compliance, growth and a reliable consistent level of service. The successful firm(s) shall have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for specific platforms and manufacturers. Control panel design, assembly, installation & commissioning with SCADA and industrial controls technology and outside support at various jobsites within the DW service area are fundamental services represented by this RFQ.

Work provided under this RFQ will be for SCADA and Security hardware, systems installation services, programming and configuration, and specific ancillary services in connection with the instrumentation, control and information systems that would improve the SCADA system performance, system security, and streamline the configurations to allow for better management and maintenance by the Deltona Water service area in accordance with this RFQ. It is the CITY's intent to move into an agreement with one (1) or more firms to provide the required SCADA services.

This RFQ outlines the information necessary to understand the selection process and the required documentation for submitting proposals. Please carefully read and follow the instructions.

This RFQ will be used by the CITY as a basis to select SCADA Vendors. During the term of the contract, work is performed as a series of individual Task Authorizations (TA). Each TA, initiated by the City, is defined cooperatively by the City and professional service provider. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical, instrumentation, server, and network systems.

This RFQ is issued by the CITY to provide potential Vendors with information, guidelines, and rules to prepare and submit a Statement of Qualifications. The response to this RFQ must satisfy all criteria established in the RFQ to qualify for evaluation. The CITY will review each response in accordance with the established criteria and score each response in accordance with the selection guidelines outlined in this RFQ. Selection of Vendors will be made by the CITY to responsible Vendors whose qualifications meet the applicable evaluation criteria set forth below.

Selected Vendor(s) will have the opportunity to be considered for the anticipated upgrades and maintenance work described in the Project Definition along with other opportunities developed by the CITY over the next four (4) years pending contract renewal.

Background

Deltona Water desires to update the current SCADA System to obtain more timely notification of alarm conditions and process information for forty-seven (47) remote Lift Stations, fourteen (14) Water Treatment Plants (6 well sites & 8 WTP), two (2) Water Reclamation Facilities (Eastern and Fisher), one (1) Water Resources Facility (Alexander) and seventeen (17) ancillary facilities. The main Central Monitoring Station is located at the Fisher WRF. Other proposed infrastructure updates may include Advanced Metering Infrastructure (AMI), Electronic Access Control and Closed-Circuit Television (CCTV).

General Description of SCADA System Upgrades & Maintenance

Work for this project will include the provision of SCADA hardware, systems installation, PLC and HMI programming, network configuration, telemetry, and specific ancillary services in connection with the instrumentation, control and information systems that would improve the SCADA system performance and streamline the configurations to allow for better management and maintenance by the CITY.

As a part of this project the CITY plans to have the following major work items performed:

- Develop a new Ethernet based telemetry and communication system.
- Provide new cellular modems at each location for communication across a private M2M network using the City's selected cellular service provider.
- Provide new radios for backup communication at selected sites using the City's existing 400MHz licensed frequency.
- Develop additional primary and backup communication means using CITY owned fiber or 3rd party networks.
- Provide a new Allen-Bradley PLC at each location with new control logic and DNP3 communications protocol to remote sites for control and monitoring from the City's Wonderware HMI system.
- Addition and configuration of an OPC server for data exchange between the new PLCs and existing Wonderware HMI system.
- Modifications to the existing Wonderware system to incorporate the new PLC systems.
- Modifications and upgrades to the existing Wonderware system to add redundancy and additional viewing capabilities.
- Deploy and implement a CyberLock Electronic Access Control system to increase security to most of the key utilities infrastructure throughout the CITY.
- Identify a cost-effective CCTV solution for the CITY; modify, upgrade or replace existing Cambium Networks video surveillance system used by Deltona Water.

GENERAL REQUIREMENTS

Deltona Water intends to award the SCADA System Upgrades as a professional services agreement for one (1) or more firms at the discretion of Deltona Water. The firm, also known as integrator, shall assemble a multi-discipline team, as required, and provide one lead individual, the Project Manager, who shall bear overall responsibility for all professional consulting services, and who shall be available to report directly to Deltona Water's Project Manager. Sub-contractors under direct contract with the integrator shall furnish required tasks that cannot be furnished by the integrator's in-house personnel. All such sub-contractors shall be identified clearly in the proposal. The integrator shall only assign personnel and sub-contractors whose qualifications and experience is commensurate with the expertise required to accomplish the assigned tasks.

All work shall comply with the requirements of federal, state, and local laws, City of Deltona requirements, IEEE and industry standards, best management practices, construction safety standards, and other regulations related to the automation and control of water, wastewater, and recycled water treatment & related ancillary facilities.

Florida Statute 287.055, "Consultants Competitive Negotiation Act" will be followed to secure the required consultant/integrator/engineering firm(s). Specifically this solicitation refers to each individual project in which construction cost does not exceed \$2,000,000 or for a study activity when the fee for such professional services does exceed the anticipated \$200,000.

Interested firms or individuals are requested to indicate their interest by submitting a total of Five (5) COMPLETE SETS (one [1] original, four [4] copies and one [1] electronic copy (CD) of their letter of interest/statement of qualifications in a sealed package marked on the outside, "RFQ # PW 18-04- Supervisory Control and Data Acquisition (SCADA) System Upgrades & Maintenance addressed to the Purchasing Manager at City of Deltona, 2345 Providence Blvd, Deltona, FL 32725. **The closing date and time as to when submittals will be received is Thursday, June 7, 2018 2:00 p.m. No submittals will be accepted after 2:00 P.M.**

All questions are to be directed, **IN WRITING**, to Kathleen Nason, Purchasing Manager at KNason@DeltonaFL.gov or faxed to (386) 878-8571, seven calendar days prior to due date in order to issue an addenda. Please do not call to ask questions that need to be addressed through an addendum.

CONTACT: During the entire solicitation process, which includes up to the award, all prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, City of Deltona, or Deltona Water Staff members other than the noted contact person regarding this Request for Qualifications or their response at any time during the RFQ process. Any such contact shall be cause for rejection of your submittal.

In accordance with Florida Statute 287.055(4)(b), do not submit proposals for compensation. The CITY reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The CITY also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the CITY.

SECTION 1.0 – GENERAL TERMS AND CONDITIONS, ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered regardless of past contracts with the City of Deltona or other agencies.

A committee will be developed consisting of the staff that will be involved in this project. Following receipt of the RFQ's, the committee will meet to review the RFQ's and may entertain presentations by the person or firms submitting their qualifications. The committee will rank the submittals in order of preference and make a recommendation to the City Manager to negotiate contracts with the firms found to be the most qualified. Should a mutually satisfactory agreement not be reached between staff and the recommended firms, then staff will negotiate with the next preferred firm and so forth.

The City of Deltona reserves the right to reject any or all submittals, to waive irregularities and informalities in any or all submittals, and to re-advertise for qualifications.

Interested firms or individuals will be evaluated and selected under the competitive selection procedure of Florida Statute 287.055. In accordance with Florida Statute 287.055(4)(b), do not submit proposals for compensation.

All submissions must remain valid for a period of ninety (90) days. The CITY will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3)(d), Florida Statute (1989). In accordance with Florida Statutes 287.055(1), the City of Deltona declares that all or portions of the documents and work papers pursuant to this request shall be subject to reuse by the CITY.

The awarded firm will be required to sign a Truth in Negotiations form.

The City of Deltona's performance and obligation to pay under this contract is contingent upon an annual appropriation by the CITY Commission. The Consultant shall obtain insurance as specified in these Requirements for Submission and maintain the required insurance at all times while this Contract is in effect. Errors and Omissions Insurance shall also be maintained for a period of one year after final completion of the project. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the CITY from any and all increased expenses resulting from such delay.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.1 REQUEST FOR QUALIFICATIONS PACKAGE CLOSING DATE:

The original qualifications package along with the appropriate number of copies shall be sealed and delivered per instructions no later than date and time listed below. Any qualifications package received after this time will not be considered and will be returned unopened to the submitter at the submitter's expense.

1.2 DELIVERY OF QUALIFICATIONS PACKAGE:

- a. Each package shall be clearly marked: **RFQ # PW18-04 Supervisory Control and Data Acquisition (SCADA) System Upgrades**
- b. Responses shall be delivered to:

CITY OF DELTONA
C/O Kathleen Nason
2345 Providence Blvd.
Deltona, FL 32725
- c. To be considered, a Qualifications Package must be received and accepted prior to the official Closing date and time.
- d. Allow sufficient time for transportation and inspection.
- e. **A Qualifications Package will not be considered for award if received after the official closing date and time regardless of when or how it was received by the City of Deltona.**
- f. Facsimile (fax) or electronic submissions will not be accepted.

1.3 PUBLIC OPENING:

- a. At the date and time specified, all qualifications packages that have been timely accepted by the CITY will be formally opened and accepted for consideration. The names of the firms submitting qualifications packages will be read aloud and recorded.
- b. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the CITY Clerk's Office at (386) 878-8100 at least five (5) days prior to the date.

1.4 QUESTIONS CONCERNING RFQ:

- a. Questions concerning any portion of this RFQ shall be directed **in writing** [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RFQ. Questions should be submitted at least ten (10) days before the closing date.
- b. Mark subject line or cover page or envelope **"Questions on RFQ - Supervisory Control and Data Acquisition (SCADA) System Upgrades**
- c. Submit questions **in writing** to: Kate Nason, Purchasing Manager at KNason@DeltonaFL.gov or faxed to 386-878-8571.
- d. Failure by a potential Respondent to ask questions or request changes by the dates indicated above shall constitute the Respondent's acceptance of the requirements set forth in this RFQ.
- e. No answers given in response to questions submitted shall be binding upon this RFQ unless released in writing as an addendum to the RFQ by the Purchasing Office.

1.5 RESPONDENTS RESPONSIBILITY / CLARIFICATION AND ADDENDUM:

- a. While the CITY has used considerable efforts to ensure an accurate representation of information in this RFQ, each prospective Respondent is urged to conduct its own investigations into the material facts and the CITY shall not be held liable or accountable for any error or omission in any part of this RFQ.
- b. It is incumbent upon each prospective Respondent to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The CITY will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- c. Any changes/addendum to this RFQ shall be posted on www.demandstar.com
- d. You must acknowledge each addendum/amendment in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this RFQ before submitting your proposal.
- e. A Respondent, by submitting a qualifications package represents that the Respondent has read and understands the Request for Proposal requirements and its response is made in accordance therewith and that the Respondent is familiar with the local conditions under which the awarded Respondent must perform.
- f. Before submitting a qualifications package, each Respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the CITY upon which the Respondent will rely. If the Respondent receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

1.6 RESTRICTED DISCUSSIONS:

- a. From the date of issuance of the RFQ until final CITY action of an award, the Respondent shall not discuss the RFQ or any part thereof with any employee, agent, or representative of the CITY except as expressly authorized by the CITY point of contact identified above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's qualifications package.
- b. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any CITY employee. Only those communications that are in writing from the authorized CITY point of contact identified above shall be considered pertinent to this RFQ. Only communications from the Respondent that are signed and in writing will be recognized by the CITY as duly authorized expressions on behalf of the Respondent.

1.7 CONFLICT OF INTEREST DISCLOSURE:

Each Respondent shall complete and have notarized the attached disclosure form (Form A-1) of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest

associated with this project.

1.8 PUBLIC ENTITY CRIMES:

- a. Pursuant to Section 287.132 and 287.133 Florida Statutes, the CITY, as a public entity, may not consider a qualifications package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.
- b. **By submitting a qualifications package in response to this RFQ, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a qualifications package to the CITY.**

1.9 QUALIFICATIONS PACKAGE:

- a. See **Section 2: Submittal Requirements** for additional requirements.
- b. The qualifications package forms shall be signed by an official authorized to legally bind the Respondent to its provisions.
- c. Terms and conditions differing from those in this RFQ shall be cause for disqualification of the qualifications package.
- d. If you elect to submit more than one qualifications package, then each qualifications package shall be submitted as set forth in **Section 2, Submittal Requirements**.

1.10 WITHDRAWAL OF QUALIFICATIONS PACKAGE:

You may withdraw your qualifications package or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the CITY prior to withdrawal or modification of your qualifications package. Negligence upon your part in preparing your qualifications package confers no right of withdrawal after the time fixed for the submission of qualifications packages.

1.11 PRESENTATIONS / POST-CLOSING DISCUSSIONS:

- a. The CITY, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the CITY. The CITY reserves the right to require any Respondent to demonstrate to the satisfaction of the CITY that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the CITY, and the CITY shall be the sole judge of compliance.
- b. The CITY reserves the right to conduct discussions with any Respondent(s) who has (have) a realistic possibility of contract award
- c. Respondents are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.

1.12 MINOR IRREGULARITIES:

The CITY reserves the right to waive minor irregularities in submitted qualifications packages, providing such action, is in the best interest of the CITY. Minor irregularities are defined as those that have no adverse effect on the CITY's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

1.13 QUALIFICATIONS PACKAGE ACCEPTANCE:

The CITY reserves the right to accept or reject any or all qualifications packages received as a result of this RFQ, or to negotiate separately with competing contractors. The CITY reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the CITY and the citizens of City of Deltona.

1.14 INCURRED EXPENSES:

This RFQ does not commit the CITY to make an award nor shall the CITY be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a qualifications package or offer, or any cost or expense incurred by any Respondent prior to the execution of a purchase order or contract agreement. By submitting a qualifications package, you, the Respondent, agree that all costs associated with the preparation of your qualifications package will be solely your responsibility. You also agree that the CITY bears no responsibility for any costs associated with the preparation of the qualifications package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

1.15 AWARD:

- a. It is understood that the CITY is not obligated to make an award under or as a result of this RFQ or to award such contract, if any, on the basis of lowest cost or one factor alone. The CITY reserves the right to award such contract, if any, to the best qualified Respondent(s).
- b. The CITY has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all qualifications packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the CITY's best interests to do so.
- c. Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.
- d. In the event of default by the awarded Respondent, the CITY reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

1.16 DISPUTES/EXPECTATIONS:

- a. Any prospective Respondent who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the qualifications package document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth above and shall be addressed to the

CITY , who shall review the written dispute and render a decision which shall be considered final.

- b. Any prospective Respondent who may have any exceptions to any requirements set forth in this RFQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package. All such exceptions shall be evaluated by the Purchasing Manager or designee.

1.17 MINIMUM QUALIFICATION REQUIREMENTS:

The qualification requirements set forth as the Scope of Work (Section 3) are the minimum requirements for this RFQ. Qualifications shall be based on the past experience performed by firms within the minimum requirements. They are not intended to limit competition nor favor any particular Respondent. The Consulting/Integrator Firm submitting a qualifications statement for this project shall have the minimum:

- a. Consultant/Integrator shall have sufficient staff, to perform the work, that are licensed within the State of Florida.
- b. Consultant/Integrator shall be registered and licensed with the Florida Department of Business and Professional Regulation to do business within the State of Florida.

1.18 NO CONFIDENTIALITY OF INFORMATION:

- a. The qualifications package becomes public record upon award or within 30 days of receipt, whichever comes first, except as listed below. All material submitted becomes the property of the CITY and may be returned only at the CITY's option. The CITY has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of a qualifications package does not affect this right.
- b. The CITY is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The CITY will maintain the confidentiality of such trade secrets to the extent provided by law. If a Respondent labels all or most pages "trade secret", the Respondent may not be considered for award.
- c. Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized CITY employees or agents. The CITY will maintain the confidentiality of such financial data to the extent provided by law.

1.19 INSURANCE REQUIREMENTS:

Each Respondent shall include in its proposal package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Respondent must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the CITY .]

A certificate of insurance indicating that the awarded Respondent (contractor) has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Purchasing Manager within the time period set by the CITY and before any work begins.

The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the CITY, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract.

Such policies of insurance shall insure the contractor in accordance with the following minimum limits:

- General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

- Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the CITY responsible for any payment or compensation and provide Workers' Compensation exempt certificate.
- Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$1,000,000.

Certificate(s) of Insurance

- **City of Deltona** shall be named as additional insured as their interest may appear on the general liability policy
- An endorsement from the contractor and its insurance company shall be provided to the CITY providing proof of such coverage.
- Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change or cancellation of the required insurance.
- Certificate(s) of insurance shall identify the contract number, in the Description of Operations section of the Certificate.

- The Certificate of Insurance shall name the City of Deltona as an additional insured.

The contractor shall be responsible for subcontractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the CITY of any insurance supplied by the contractor, nor a failure to disapprove that insurance, shall relieve the contractor of full responsibility of liability, damages and accidents as set forth herein.

SECTION 2.0 – SUBMITTAL REQUIREMENTS

Firms, organizations, joint ventures, or individuals (hereafter “respondent”) interested in submitting a qualifications package (offer) in response to this RFQ shall submit five (5) COMPLETE SETS (one [1] original, four [4] copies and one [1] electronic copy (CD or flash drive)) of the RFQ submittal with all supporting documentation in a sealed envelope/container marked as noted above. The electronic copy should be an exact duplicate of the hard copies and should be one complete file (PDF preferred), not a series of files. The Proposer may submit the RFQ submittal in person or by mail. Failure to provide the required copies and information may result in the qualifications package not being considered.

2.1 DISQUALIFICATION OF RESPONDENT:

- a. **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the bidders, the bid or proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- b. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public
- c. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal.

Failure to complete this form in every detail and submit it with your submittal may result in immediate disqualification of your submittal.

2.2 EXAMINATION OF RFQ DOCUMENTS

- a. Each Respondent shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the contractor will in no way relieve him of the obligations and responsibilities assumed under the contract.
- b. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he/she shall at once notify the CITY's Purchasing Department.

2.3 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent/Bidder as to the meaning of the contract documents. Any inquiry or request for interpretation received in writing seven (7) or more calendar days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum, if issued. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

2.4 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

2.5 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the bid on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the bid must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

2.6 QUALIFICATIONS PACKAGE GUIDELINES

- a. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the CITY's sole discretion, be rejected.
- b. **THE CITY OF DELTONA EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT**

- c. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
- d. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
- e. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.
- f. Binding and Labeling - All Sections of the qualifications package should be bound, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

2.7 ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondent follow the format and instructions contained herein. The CITY is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested.

2.8 SUBMISSION OF RESPONSES

- a. Five (5) COMPLETE SETS (one [1] original, four [4] copies and one [1] electronic copy (CD or flash drive) of each response shall be submitted.
- b. The response shall be submitted in a sealed envelope or box, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Request for Qualifications, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour which is stated in this Request for Qualifications.
- c. Each Respondent shall submit with his response the required evidence of his qualifications and experience.

2.9 CONTENT OF SUBMISSION

The submittal in response to this Request for Qualifications (RFQ) shall be typed on 8-1/2" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses/bids/proposals shall be organized and

sections tabbed. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the CITY's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

The following information, at a minimum, shall be included in the Submittal:

- a. Cover Page: Shall consist of the first page of the required forms packet. The entire form shall be completed in its entirety and signed by the respondent's authorized representative.
- b. Letter of Interest: Please limit to two pages containing the Respondent's name, address, telephone number and the name of the Respondent's contact person.
- c. Tabbed Sections as follows:

Tab 1. Executive Summary (5 Points)

Provide an overview of how your firm will work with the CITY to provide the required services and meet time and budget requirements. Provide a brief, concise summary of your company and its capabilities. Also, provide a brief summary of the TEAM capabilities. Give the names of the person(s) who will be authorized to make representations for your firm, their title, address and telephone and fax numbers. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent. Limit response to three (3) pages maximum.

Tab 2. Experience, Expertise, Personnel and Technical Resources (50 points)

- Provide a minimum of five (5) and a maximum of ten (10) recent projects performed within the past five (5) years for which your firm performed similar technical services for the scope of work outlined in this RFQ. At least four (4) of the projects identified should represent projects for a water and/or wastewater entity.
- Referenced projects shall provide verification of experience related to a competency area such as:
 - Rockwell PLC programming in Ladder logic and Function Block
 - HMI programming with Schneider Electric Wonderware
 - Design and installation of server and communications systems including wired and wireless infrastructure.
 - High degree of competency in the specific areas listed in the scope of work and specifications.
 - Successful management of three (3) or more projects requiring two (2) or more professionals working concurrently

- **(Limit response to one (1) page per project)**

For each project please provide:

- a. Company name, contact person
- b. Start and end date of the project
- c. Identify the project team members and indicate if any are proposed to work on this RFQ
- d. Identify each team member's role on the project

- e. A brief description of the project
 - f. Description of system including hardware, software, number of I/O and services provided
 - g. Identify working relationship of consultants or joint venture used on project, if applicable;
 - h. The original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested changes, contractor claims, and insufficient plans and specifications
- Provide an organizational chart of the team highlighting the key individuals who will work on the project as identified above. The organization chart must include proposed TEAM members such as sub-contractors, security system providers, network engineers, etc. One or multiple Sub-contractors could be part of the integrator TEAM.
- The key staff presented in the Proposer's response shall be the staff utilized on the resulting agreement. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name, title and project assignment
 - b) Experience:
 - (1) Types of projects.
 - (2) Size of projects (dollar value of project).
 - (3) What were their specific project involvements?
 - Identify two or more staff identified above that are capable of providing engineering and technical services associated with determining the modifications, repairs, and replacements of programmable logic controllers (PLCs), control panels including layout and wiring, remote terminal units (RTUs), electrical systems, and computer and Wonderware software. Identify any staff holding Wonderware Certifications.
 - Demonstrate each key staff's availability and office and home location to respond to the needs of the project both regular and emergency (One (1) page maximum for all key staff members)
 - Identify sub-contractors to be used, if any. For each sub-contractor identified please provide:
 - Name and their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services. (One (1) page maximum per resume).

Tab 3. Professional Services Approach and Qualifications (30 points)

Provide a brief narrative outlining how you propose to respond to and manage work as outlined under this proposal. Please describe the specific abilities of the company/team in regards to this approach and in regards to the ability to address the specific technical competencies listed above. Include any innovative approaches or difference makers to providing the scope of services, and include any additional information not directly cited in the scope of services.

Identify all key technical abilities related to the scope of work and specifications. Provide a listing of all related certifications and the level of certification, e.g. for Wonderware list if organization is a Register SI Partner, Certified SI Partner, Endorsed SI Partner, or Certified Developer.

Describe briefly the company's quality assurance and quality control plan. Provide information related to project documentation and testing plan development and document control that would be expected on each specific task.

Provide emergency response approach including emergency contact information, location of emergency repair parts, anticipated field response times, and previous experience. (Limit response to four (4) pages)

Tab 4. Location (5 points)

Provide SCADA firm's office/shop location that would be expected to provide the majority (51 % or more) of services to the CITY. Provide distance in miles from office/shop to 255 Enterprise Rd. Deltona FL 32725. Describe resources, panel shop construction, engineering, programming and field technical staff that work at this office/shop.

Points will be assigned as follows:

- | | |
|--|----------|
| a) Office/shop location within 150 miles from Deltona | 5 points |
| b) Office/shop location in Florida, more than 150 miles from Deltona | 3 points |
| c) Office/shop location out of state | 1 points |

Tab 5. Past Performance Surveys (10 points)

- Provide reference surveys from past clients for the projects identified under **Tab 2** above. Provide a minimum of five (5) and a maximum of ten (10) recent projects
- Completed surveys, see Exhibit A and Exhibit A1. The average of all surveys will be assigned as follows:
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

Tab 6. Required Forms

Respondent shall complete and execute the forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 6:

- Proposer's Contact Information Form
- Non-Collusion Affidavit form
- Proposer's Certification form
- Drug Free Workplace form
- Sworn Statement on Public Entities Crimes form
- Hold Harmless and Indemnity Agreement
- Form A-1 (Conflict of Interest Disclosure Form)
- Copies of all applicable licenses shall be included in this section.
- Addendums issued and acknowledged during this solicitation

2.10 MODIFICATION OF RESPONSES:

Written modification will be accepted from RESPONDENT if addressed to the entity and address indicated in the RFQ and received prior to due date and time. A respondent may modify his response by telegraphic

communication at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided further, the CITY is satisfied that a written confirmation of the telegraphic modification over the signature of the respondent was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

2.11 RESPONSIBILITY FOR RESPONSE:

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the CITY.

2.12 RECEIPT AND OPENING OF RESPONSES:

Responses will be received until the designated time and the names of the respondents will be read aloud. The City of Deltona's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. Respondent or their authorized agents are invited to be present.

2.13 DETERMINATION OF SUCCESSFUL RESPONDENT:

The CITY reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the CITY. Responses containing any modifications, that are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Respondent, and the contract documents, may be rejected at the option of the CITY.

Each TAB section will be given points used to score and evaluate firms and individuals. The point structure is as follows:

CRITERIA MAXIMUM POINTS

TAB 1 - 5 points - Executive Summary

TAB 2 - 50 points - Experience, Expertise, Personnel and Technical Resources

TAB 3 - 30 points - Professional Services Approach and Qualifications

TAB 4 - 5 points - Location

TAB 5 - 10 points - Past Performance Surveys

TOTAL 100

2.14 SELECTION COMMITTEE / SELECTION CRITERIA / SCORING PROCESS

The Selection Committee will consist of a team selected by the City Manager or designee and authorized to recommend top ranked firms to the City Manager to recommend award to the City Commission. The Selection Committee will evaluate and rank each submittal in accordance with the requirements of Section 2.7 and 2.14 of this solicitation in order to determine a short list for the oral presentation portion of the evaluation.

A short listed group of the most qualified proposing Teams may be required to make an oral presentation to the Selection Committee. The details of the oral presentation process will be provided to the selected proposers once the short list has been determined. Such presentation will provide an opportunity for the selected proposers to present and clarify the information provided in their RFQ. Oral presentations will be

scored by the Selection Committee, in conjunction with the scored proposal submissions. After the oral presentation, the Selection Committee will rank presentations. The Selection Committee may use this score or require additional information or presentations from selected proposers for incorporation into the scoring process for a final ranking, at their discretion. The City of Deltona reserves the right to choose whether or not to require oral presentations or interviews of top ranked firms.

The Selection Committee will come to a consensus and present its recommendation to the Purchasing Agent. The Purchasing Agent will then present the recommendation of award to the City Manager, who will then bring before the City Commission to certify the firms in their ranking order. Negotiations will then be conducted in accordance with Florida Statute 287.055, "Consultants Competitive Negotiation Act".

Selection criteria factors are based on the abilities of the proposer to efficiently perform the Scope of Services as outlined in Section 3 of this Request for Qualifications. The CITY will be seeking to identify the submittal(s) that will best meet the needs of the City of Deltona, as determined from the responses to this RFQ.

CRITERIA:

2.14.1 Executive Summary 5%

Provide an overview of how your firm will work with the CITY to provide the required services and meet time and budget requirements. Provide a brief, concise summary of your company and its capabilities. Specific requirements are described in **Tab 1** above.

2.14.2 Experience, Expertise, Personnel and Technical Resources 50%
******(Information of only those personnel who will be assigned to actively work on this project)******

Provide specific description of firms experience, staff and technical resources with example of recent projects performed within the past five (5) years for which your firm performed similar technical services for the scope of work outlined in this RFQ. Specific requirements are described in **Tab 2** above.

2.14.3 Professional Services Approach and Qualifications 30 %

Provide a brief narrative outlining how you propose to respond to and manage work as outlined under this proposal. Please describe the specific abilities of the company/team in regards to this approach and in regards to the ability to address the specific technical competencies listed above. Specific requirements are described in **Tab 3** above.

2.14.4 Location 5 %

Provide firm's office/shop location that would be expected to provide the majority (51% or more) of services to the CITY. Provide distance in miles from office/shop to 255 Rd. Deltona FL 32725. Describe resources, panel shop construction, engineering, programming and field technical staff that work at this office/shop. Specific requirements are described in **Tab 4** above.

Points will be assigned as follows:

- a. Office/shop location within 150 miles from Deltona 5 points
- b. Office/shop location in Florida, more than 150 miles from Deltona 3 points

c. Office/shop location out of state 1 point

2.14.5 . Past Performance Surveys **10 %**

- Provide reference surveys from past clients for the projects identified under **Tab 2** above. Provide a minimum of five (5) and a maximum of ten (10) recent projects. Specific requirements are described in **Tab 5** above.
- Completed surveys, see Exhibit A and Exhibit A1. The average of all surveys will be assigned as follows:
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

CRITERIA MAXIMUM PERCENT

2.14.1 – 5 % – Executive Summary

2.14.2 - 50 % – Experience, Expertise, Personnel and Technical Resources

2.14.3 - 30 % – Professional Services Approach and Qualifications

2.14.4 - 5 % – Location

2.14.5 - 10 % – Past Performance Surveys

TOTAL 100 %

2.15 AWARD OF CONTRACT:

- a. The CITY reserves the right to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the CITY, written notice will be posted on demandstar of the award of the contract.
- b. If the award of a contract is annulled, the CITY may award the contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the CITY decides.
- c. A contract will be awarded to the Respondent(s) deemed most qualified to provide the service, upon successful negotiations and in the best interest of the CITY.
- d. The CITY also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.
- e. Recommendation of Award will be presented to the City Commission for final approval of award.

2.16 EXECUTION OF CONTRACT:

The respondent(s) to whom a contract is awarded will be required to return to the CITY two (2) executed counterparts of the contract together with the required certificates of insurance.

2.16 ADDITIONAL REQUIREMENTS:

Whether this is a lump-sum, labor-time-plus-materials or cost-plus-a-fixed-fee professional service contract, the CITY shall require the firm(s) receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

SECTION 3.0 - SCOPE OF SERVICES

The SCADA System Upgrade and Maintenance Scope of Work includes the following tasks:

During the term of the contract, the selected SCADA vendors will be allowed to participate in CITY SCADA maintenance and upgrade projects, and be included in the pre-qualified vendor list for other CITY projects at the discretion of the CITY. Work included under this RFQ may include planning, design, installation, repair, replacement, and programming of SCADA, electrical, instrumentation, server, and network and communication systems. The work may also include assistance with advanced metering infrastructure (AMI), implementation of Electronic Access Controls; and modify, upgrade or replace existing Cambium Networks (CCTV) communications infrastructure.

These services include but are not limited to engineering, maintenance, repair, refurbishment, programming, construction, and replacement of SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, security components, and remote terminal units (RTUs). The successful Vendors shall furnish all parts, materials, equipment, sub-contractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in each specific project.

The CITY's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, 52 weeks per year. Firms must be able to respond on-site within four (4) hours of being contacted by CITY staff to address emergency situations that may arise as a result of the work the Firm is performing and for 30 days after completion of the Firm's work.

The following lists major SCADA tasks that the prequalified Vendors (or TEAM) will be expected to perform:

1. Provide engineering and technical services to smoothly integrate each project into the CITY's existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects. Develop graphical and programming standards to be followed on each project.
2. Provide design services for SCADA system architecture, communications networks, electrical power systems, motor control systems, grounding, and process and instrumentation diagrams.
3. Planning and integration of multiple independent SCADA systems into a unified utility-wide system best suited for the CITY.
4. Design, maintain, install and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the CITY's Utility systems.
5. Design, maintain, install and configure network and telemetry equipment such as Ethernet radios, cellular modems, network switches, routers, and firewalls.
6. Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.
7. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all CITY SCADA systems.
8. Provide all work in accordance with CITY standards, state and local codes, existing standards, and CITY preferences.
9. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the CITY's existing standards and systems.
10. Design and implement server systems in support of the CITY SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and general server infrastructure services.

11. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
12. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.
13. Deploy and implement a CyberLock Electronic Access Control system to increase security to most of the key utilities infrastructure throughout the CITY.
14. Identify a cost-effective CCTV solution for the CITY; modify, upgrade or replace existing Cambium Networks video surveillance communication system used by Deltona Water.

Prequalified vendors must specifically show a high level of technical competency in the following specific areas as they relate to the CITY's SCADA system.

Submit information specifically showing firm's ability to design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

- Design of SCADA system architectures and creation of P&IDs for process control systems.
- Configuration and programming of PLCs specifically including the following:
 - Allen-Bradley MicroLogix PLCs; RSLogix 500
 - Allen-Bradley CompactLogix PLCs; RSLogix 5000
 - Rockwell Studio 5000
- Configuration and programming of HMI systems specifically including the following:
 - Schneider Electric Wonderware
 - Rockwell FactoryTalk Machine Edition
 - OPC Servers
- Industrial communication networks including the following:
 - Modbus and Modbus TCP
 - DNP3 Ethernet communications
 - Ethernet/IP
- Telemetry Systems including the following:
 - 400MHz licensed Ethernet radios
 - Radio path studies and surveys
 - Radio tower installation
- Communication systems including the following:
 - Fiber optic Ethernet installation and testing
 - CAT 6 Ethernet installation and testing
 - Digital Cellular installation and configuration
 - 3rd party carrier networks such as MPLS or Metro-Ethernet
- Design, setup, and configuration of the following types of servers:
 - SCADA HMI
 - DNS
 - Active Directory and domain controllers
 - WSUS
 - Expertise with Microsoft Server OS.
 - Anti-virus deployment
- Storage Area Networks (SANs)
- Virtualized server systems based on VMWare.
- Network design and configuration including the following
 - Layer 2 and 3 Switches
 - Routers
 - Firewall systems
 - High availability systems

- Network management software
- Uninterruptible Power Supply Systems
- Design and construction of industrial control panels
 - UL Certified 508A Panel Manufacturer.
- Calibration and maintenance of instrumentation specifically including the following:
 - Level transmitters
 - Flow meters
 - Pressure transmitters
 - Online process control analyzers such as pH, ORP, Cl, etc.
 - Valve actuators
- Design and implementation of new instrumentation systems for process control.