



DELTA DIABLO SANITATION DISTRICT

Purchasing Division

REQUEST FOR PROPOSAL

SCADA SOFTWARE RFP # 111017

DUE: MAY 9, 2012

Ms. Denni Baumer, C.P.M., CPPB
Purchasing Manager
925.756.1968
dennib@ddsd.org

REQUEST FOR PROPOSAL # 111017

TABLE OF CONTENTS

Notice to Offerors	3
Section 1 - Project Introduction and Overview	4
Section 2 - Scope of Work and Technical Specifications.....	6
Section 3 - Proposal Requirements.....	11
Section 4 – General Terms and Conditions	14
Exhibit A - Deleted	20
Exhibit B – Deleted	21
Exhibit C - RFP Price Form	22
Exhibit D - Additions, Deletions and/or Exceptions	23
Exhibit E - References.....	24
Exhibit F - Subcontractors	27
Exhibit G - Business Profile	28
Exhibit H - Submittal Checklist	29

NOTICE TO OFFERORS

Sealed proposals for RFP No. 111017, SCADA Software, as described herein, will be accepted by the Delta Diablo Sanitation District (District), **until 2:00pm, Wednesday, May 9, 2012**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the District's copy shall prevail. It is the Offeror's sole responsibility to ensure that his proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the cut off time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

To assure consideration, all proposals shall be made on the RFP Forms enclosed or as directed. To facilitate the evaluation process **one (1) original and six (6) copies of the proposal shall be provided**. All proposals shall be written in ink or typed on 8½" x 11" recycled paper. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.

Proposals shall be enclosed and sealed in an envelope clearly marked **RFP NO. 111017**, and addressed to Delta Diablo Sanitation District. **Proposals may be delivered in one of the following methods:**

- **Hand delivered to the lobby of the Plant Operations Center at:**
Attention: Purchasing Division
2500 Pittsburg-Antioch Highway
Antioch, CA 94509
- **U.S. Postal Service, UPS, FedEx or other common carrier delivered to:**
Attention: Purchasing Division
2500 Pittsburg-Antioch Highway
Antioch, CA 94509

FAXED OR ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESS WILL BE REJECTED AND RETURNED TO THE OFFEROR UNOPENED.

Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of proposals.

Section 1 – Project Introduction and Overview

1.1 General Overview

Delta Diablo Sanitation District (DDSD) was originally formed in 1955 to protect the health of the public and the environment by collecting and effectively treating wastewater. The existing regional wastewater treatment facility was completed in 1982. The District's East Contra Costa County service area of Antioch, Bay Point and Pittsburg is 42 square miles with a population approaching 190,000. Treated effluent is discharged into New York Slough, a section of the San Joaquin River. In 2006, DDSD treated an average of 14,200,000 gallons per day (14.2 MGD).

In 2001, DDSD started its recycled water program in an effort to help protect the state's valuable and limited drinking water supply. Recycled water is used at two nearby power generating plants and for landscape irrigation.

The District operates the Delta Household Hazardous Waste Collection Facility that serves residents and small businesses in the East Contra Costa County communities of Antioch, Bay Point, Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen, Oakley and Pittsburg.

1.2 Purpose of Request for Proposals

The District is seeking proposals to provide a Supervisory Control and Data Acquisition (SCADA) software solution. The District's present system has been sufficient for the District's needs but the current software is becoming obsolete. At this juncture, the District is taking this opportunity to thoroughly evaluate the SCADA system to identify a compatible and preferred software solution. The requirements are further described in Section 2 – Scope of Work and Technical Specifications.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit D and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

1.3 Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Description	Date
Release of RFP	March 8, 2012
Last day for offerors to submit questions	April 11, 2012
Last day for District to respond to questions	April 25, 2012
PROPOSAL DUE	May 9, 2012
Vendor demonstrations	Week of June 18, 2012
Award	July 12, 2012
Approximate Start Date	TBD

1.4 Selection Criteria

The criteria for vendor selection shall be based on, but not limited to, the following:

1. Software performance
2. Support services and training
3. Pricing including total cost of ownership
4. Payment terms
5. Exceptions taken to RFP (Exhibit D)
6. References

If implementation is included the following additional criteria will be considered:

1. Implementation plan
2. Experience and qualifications of personnel assigned to perform the work
3. Timeframe to complete the work
4. Price

Section 2 – Scope of Work and Technical Specifications

2.1 Background

The District's services are monitored, and to a limited extent, controlled through the Supervisory Control and Data Acquisition (SCADA) system centralized at the District's Treatment Plant operations control room. The present system has been sufficient for the District's needs despite the fact that it was implemented in a piece-meal fashion as new facilities were placed online or aging facilities were replaced. The current software is becoming obsolete so the District is taking this opportunity to thoroughly evaluate the SCADA system to identify a compatible and preferred software solution.

2.12 Facilities

The District's wastewater facilities are comprised of the collections system in Bay Point, over 110,500 feet in conveyance pipeline sized between 8- and 48-inches, one wastewater treatment plant, four pumping stations with equalization storage facilities, one gravity-fed station with equalization storage facilities, and one lift station. The facilities are located throughout Bay Point, Pittsburg, and Antioch.

The wastewater treatment plant is located in Antioch, CA and for the 2010 calendar year the annual average flow treated was 13.4 million gallons per day (MGD) and the average dry weather flow was 13.2 MGD. The District's wastewater treatment facility comprises of:

- Screening and grit removal
- Primary clarification
- Biological treatment (covered tower trickling filter units)
- Activated sludge treatment (dual-speed mechanical aerators)
- Secondary clarification
- Disinfection (chlorination)
- Solids handling facilities include anaerobic digestion and dewatering
- Cogeneration

The wastewater treatment facility is staffed with at least two operators 24 hours per day, seven days per week. During normal business hours staff in attendance comprises of operations, maintenance, laboratory, administrative, and engineering personnel.

The District also operates and maintains a recycled water facility (RWF) onsite and distributes recycled water to 21 connections (19 parks and two golf courses), through 85,300 feet of pipeline sized between 10- and 20-inches. The system does not include any remote pump stations but does include four remote storage tanks totaling over 3.6 million gallons of storage capacity. The water is compliant with Title 22 for use at parks, golf courses, and other landscaping areas in the Cities of Pittsburg and Antioch. In addition, the water is used at the adjacent power plants for industrial cooling.

Secondary clarifier effluent is transmitted to the RWF where it receives tertiary treatment to Title 22 standards. The advanced treatment process includes sand-ballasted flocculation clarifiers, filtration, and disinfection by chlorination to provide the required disinfectant residual. The RWF is located in Pittsburg across the street from the wastewater treatment plant. For the 2010 calendar year the annual average flow treated was 5.6 MGD and the average dry weather flow was 4.8 MGD.

2.13 Existing SCADA System

In order to constantly monitor the District's treatment facilities and ensure safe operations, the existing SCADA system monitors and transmits alarms for all significant equipment onsite and at the pump and lift stations. Typical alarms comprise of wet well low and high limit alarms, pump and VFD fail alarms, generator failure alarms, and intrusion alarms. The process areas of the treatment facilities are fully automated while the following remaining facilities are remotely monitored and/or controlled:

- Two flowmeters in the collection system are monitored through SCADA via a telephone modem;
- Five pump/lift stations are remotely monitored and controlled (control capabilities include starting and stopping pumps and closing influent gates).

The SCADA software currently in use for process graphics, supervisory control, runtime database, and archiving is FactoryLink version 8.0.2.0058. This system has been operating since 2005 without a major update other than adding screens and new process equipment.

This system controls, monitors, and/or transmits alarms for all significant equipment onsite and for the nine remote sites. These sites are located within a 15 mile radius. Communication onsite is done through a ModBus Plus Token-Ring style highway and fiber optic backbone, while remote sites are monitored either via spread spectrum radio or land-line modem. The process areas at the treatment plant are automated with the remote sites having varying levels of local (Treatment Plant) monitoring and control – four sites are limited to process monitoring while there are five pump/lift stations with capabilities that include starting/stopping pumps and opening/closing of flow gates.

Almost all monitoring and control is done from the Plant Operations Center. Three workstations and six displays are the main monitoring/control interface for the operators. Four other buildings on the Plant site also have PC's for dedicated monitoring.

The current system is configured with 41 process screens and includes approximately 9700 tags.

Typical alarms include:

- Wet well low and high limit
- Pump and VFD failures
- Generator failure
- Intrusion

Present capabilities include access to historical data through consultant-developed web based reporting/querying tool that links to the SCADA SQL database.

The following is a list of the District's programmable logic controllers (PLCs):

- PLC 5 – Sludge gas area
- PLC 6 – Cogeneration engine
- PLC 9 – Most of the wastewater treatment plant
- FEB PLC – Flow equalization basin
- Micro-PLCs – One for each bank of three tower pumps (two banks)
- PLC for each centrifuge control panel (2 panels)
- PLC for polymer system
- PLC for gravity belt thickener system
- PLC 10 – Remote sites (PLC located on second floor of the Treatment Plant office building)
- RWF PLC – a PLC for each pump station
- OBHPS PLC – PLC for old Bridgehead Pump Station
- NBHPS PLC – PLC for new Bridgehead Pump Station
- PLC for each remote metering station (1 at Stonemeane and 1 at Rossmoor)
- PLC at Lone Tree Golf Course in Antioch

The current installation specifications are as follows:

- Interface – FactoryLink with remote operator interfaces
- Modicon PLCs under a Modbus Plus architecture
- Remote pump stations with telemetry, spread spectrum radio

2.2 Software Requirements

2.2.1 Criteria

The following list of criteria is of most importance to the District and will be used to evaluate proposed software solution:

SOFTWARE RELIABILITY AND SUPPORT:

- Ability of District staff to make screen and other changes
- Software history and track record
- Processing speed of software
- Training locations and opportunities (to allow staff to perform basic maintenance in-house)
- Local office and level of support (including customer satisfaction)
- Software availability (direct or from a third party vendor)

AESTHETICS:

- Ease of navigating through the system (user friendly)
- Look of the screens

SECURITY FEATURES:

- Hierarchy system for different users.

ALARMS:

- Method for acknowledging alarms
- Remote notification alarm functionality
- Documenting of alarm history including time alarm occurred, time alarm was acknowledged, individual who acknowledged the alarm, and time the alarm was reset
- Alarms and security (role based) that is centrally managed
- Alarms that can be delivered via email and text messaging

TRENDING:

- Number of trending pages available
- Number of trend points per page
- Printing of trends

REPORTS:

- Report generating functionality
- Ease of creating reports
- Archiving and retrieval of historical data

CONNECTIVITY:

- Number of computers allowed to run the software
- Ability to remotely connect to software

In addition, the software shall meet the following requirements:

- Server side – Microsoft Sever 2008, SQL Server 2008
- Client side – Microsoft Windows 7

2.2.2 Questionnaire

Responses to this RFP must address each item within the questionnaire. Respond to each question as completely and succinctly as possible.

PRODUCT FUNCTIONALITY

1. Provide the software module name and description.
2. How long has the current version been “online”?
3. How many upgrades have there been to this software and when?
4. Describe your solution’s reporting capabilities, including standard reports and ad hoc queries.
5. How is historical data archived and retrieved?
6. Describe how your solution acknowledges alarms including e-mail and text messaging options.
7. How does your solution document alarm history?
8. How many trend pages are available and how many trend points per page? If available, provide a sample printout.
9. Describe the ease of navigation and provide screen prints of the most commonly used screens.
10. Describe the programming process and provide screen prints.
11. Provide a printout of the software’s graphics library.
12. Describe the security features of your solution including hierarchy for different user levels.

TECHNICAL INFORMATION

13. Describe your solutions’ requirements (server, client).
14. How many computers can be allowed to run the software?
15. Describe the ability to remotely connect to the software.

GENERAL QUESTIONS

16. Provide an overview of your software licensing options: license purchase with annual maintenance and support or other models.
17. Describe your training options including locations and on-site.
18. Describe your support program. Is support provided directly or through a third party? Is there a local/regional office?
19. What do you believe your solution for SCADA provides that would make it unique from other vendors who provide similar solutions?
20. Provide a project timeline for installation and training.

2.3 System Demonstration/California Site Visit

Offerors who submit a proposal in response to this RFP may be required, at the invitation of the District, to make oral presentations of their proposal, to demonstrate their proposed systems, provide written clarification, and/or arrange site visits. Such presentations, demonstrations, site visits or clarifications provide an opportunity for the offeror to clarify his proposal to assure thorough mutual understanding. The time and place of such demonstrations and site visits will be scheduled by the District. If site visits are required, the District would prefer the sites to be in California or adjacent states. The site should have a similar system to that proposed in terms of configuration, software, and level of use.

2.4 Terms and Conditions specific to this solicitation

Confidentiality:

Offeror will be responsible for maintaining the confidentiality of the District's records and data. Any information related to the scope of work as described herein cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission for Delta Diablo Sanitation District.

Payment and Performance Bonds

Company may be required to furnish a performance bond in an amount equal to 100 percent (100%) of the contract price as security for the faithful performance of this contract. A payment bond would be furnished in an amount not less than 100 percent (100%) of the contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Company and be in a form approved by District naming District as obligee.

Payment / Delivery / Implementation Schedule

The following payment schedule for software licensing is anticipated:

1. 10% Contract Execution
2. 20% Software Installation on Customer's Server at Customer premises completed
3. 50% Training, Testing and Conversion Completion
4. 20% Final System Acceptance

Section 3 –Proposal Requirements

3.1 Proposal Format and Content

The emphasis of the Proposal should be on responding to the requirements set forth in the Request for Proposal. Therefore, the proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District to effectively evaluate the Proposal. Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP.

All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in the envelope containing the original proposal with the RFP Price Form.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

Format

1. LETTER OF TRANSMITTAL

- (a) identify the submitting organization;
- (b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- (c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- (d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- (e) explicitly indicate acceptance of the terms and conditions as stated in this RFP;
- (f) be signed by the person authorized to contractually obligate the organization, and;
- (g) acknowledge receipt of any and all amendments to this RFP. The signed amendments shall be placed behind the Letter of Transmittal

2. TABLE OF CONTENTS

Proposal shall be in format listed below with a separate tab for each of the index items.

3. RESPONSE TO MANDATORY REQUIREMENTS

Offeror must present a proposed method of satisfying the requirements as specified in the Scope of Work. The narrative must directly reference the Scope of Work.

- Software criteria – describe how the software meets the various criteria listed
- Complete the questionnaire as instructed

4. RFP PRICE FORM (Exhibit C)

Offeror shall complete the RFP PRICE FORM in its entirety. All components of the cost proposal must be stated in not to exceed terms. If offeror wishes to add additional options to the pricing form, an additional sheet may be attached.

5. ADDITIONS, DELETIONS AND/OR EXCEPTIONS (Exhibit D)

If Offeror wishes to add, delete and/or take exception to any of the terms of this RFP, they must be stated on the “Additions, Deletions and/or Exceptions” form provided in this RFP.

6. REFERENCES FORM (Exhibit E)

A minimum of five (5) verifiable client references of similar scope and industry shall be listed on the “References” sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the Offeror's related experience.

7. LIST OF SUBCONTRACTORS FORM (Exhibit F)
Offeror shall list all subcontractors that will be used in the delivery of services pursuant to this contract.
8. BUSINESS PROFILE FORM (Exhibit G)
This form shall be completed in its entirety. If additional space is needed, additional pages may be attached.
9. ADDITIONAL MATERIAL (optional)
Offerors may include other materials that they feel may improve the quality of their responses.

Offerors are encouraged to review all prices prior to proposal submittal, as withdrawal or correction may not be permitted after the proposal has been opened. Prices quoted shall include any and all miscellaneous fees and costs. The cost for developing the proposal is the sole responsibility of the Offeror. All proposals submitted become the property of the District.

Should Offeror not quote on a particular item, please enter "No Quote" next to each item not quoted on.

All proposals shall be signed and the title and firm name indicated. A proposal by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the District reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

An Offeror deviating from specifications must specify any and all deviation(s) on Exhibit D. Failure to note said exceptions shall be interpreted to convey that the Offeror shall propose to perform in the manner described and/or specified in this solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Offeror as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

3.2 Request for Clarification

Questions regarding the meaning of the Scope of Work, Technical Requirements or other pre-proposal documents shall be directed to Denni Baumer, C.P.M., CPPB, the District's Purchasing Manager, at dennib@ddsd.org or faxed to 925-756-1961. To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for "Last Day for offerors to submit questions". Any and all such interpretations and any supplemental instructions will be sent via email to all vendors on record for this RFP not later than the date fixed as "Last Day for District to answer questions". All addenda so issued shall become part of the contract documents. Under no circumstances may the Offeror contact any member of District's staff other than the Purchasing Manager concerning this RFP. Doing so will be grounds for automatic rejection of Offeror's proposal.

3.3 Addenda

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal each offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection.

3.4 Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective offerors are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any Offeror's information to competing offerors prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the Offeror's most favorable terms from a price and technical standpoint.

3.5 Award of Contract

Proposals will be analyzed and award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the District, taking into consideration price and the criteria established for evaluation set forth in the request for proposal.

The District may make such investigations as it deems necessary to determine the ability of the Offeror to provide the goods and/or service as specified, and the Offeror shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.

The District reserves the right to reject any or all proposals, either separately or as a whole, any item or items, to waive informalities, technical defects and minor irregularities in proposals received; and to select the proposal(s) deemed most advantageous to the District, and is not to be bound to accept the lowest price. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90 day period.

Upon acceptance by Delta Diablo Sanitation District, a purchase order or contract will be issued to the successful Offeror and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party. Items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY - These Provisions Are a Part of Your Proposal and any Contract Awarded

1. ENGAGEMENT OF COMPANY

Company agrees to furnish and install the goods and/or services as stipulated in the Request for Proposal No. 111017, in accordance with the terms and conditions contained herein. Company will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Company agrees to perform the work in accordance with the terms and conditions of this contract, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

2. TIME PERIOD

Company shall complete the work required herein in accordance with the schedule contained in the Proposal or as negotiated between District and Company after receipt of a fully executed purchase order, contract or other Notice to Proceed where applicable. Time extensions will be granted, as reasonable, if Company's performance of services is delayed by reason of strikes, boycotts, accidents, acts of God, weather, or other circumstances beyond Company's control.

3. DISTRICT PROVISIONS TO PREVAIL

The detailed requirements of the Scope of Work and Technical Requirements shall supersede any conflicting reference in these General Conditions or the stated language on the Delta Diablo Sanitation District Standard Purchase Order and shall govern any contract award. Any standard terms and conditions of Company submitted by Company shall not be acceptable to District unless expressly agreed to by the District. The District reserves the right to reject Company's proposal as non-responsive, to consider the proposal without Company's standard terms and conditions, or to require Company to delete reference to such as a condition of evaluation or award of the proposal. If, after award of contract, Company (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and District may require deletion as a further condition of performance by vendor.

4. FIRM PRICES

Prices on proposal shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the proposal shall not be considered. In the event of a decline in market price below a price proposal, the Delta Diablo Sanitation District shall receive the benefit of such decline.

5. MISTAKE IN PROPOSAL

If, prior to the issuance of a purchase order or a contract, an Offeror discovers a mistake in their proposal of a serious and significant nature, Offeror may request consideration be given to withdrawing the proposal. The mistake must be evident and provable. The right is reserved by the District to reject any and all requests for withdrawal of proposals. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of proposals.

A mistake in proposal cannot be considered once a purchase order or contract is issued.

6. DOCUMENTATION

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the District within ten (10) calendar days following date of request by District. Any failure to comply may result in proposal being declared non-responsive and rejected, and at District's option the bid bond may be attached for damages suffered.

7. STATUS OF COMPANY

The Company will be considered for all purposes an independent contractor and it will not at any time directly or indirectly act as an agent, servant or employee of Delta Diablo Sanitation District, or make any

commitments or incur any liabilities on behalf of Delta Diablo Sanitation District without its express written consent.

All personnel furnished by Company will be employees of the Company and Company will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such personnel, and will carry workmen's compensation insurance for such personnel.

8. ASSIGNMENT OR SUBCONTRACTING

- a. No performance of this contract or any portion thereof may be assigned or subcontracted by the Company without the express written consent of the District. Any attempt by the Company to assign or subcontract any portion of this contract without the express written consent of the District shall be invalid and shall constitute a breach of this contract. Whenever the Company is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- b. Company agrees that if there is a change in ownership prior to completion of this contract the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the District.
- c. No other subcontractor other than those listed on Exhibit D will be permitted to perform services under this contract without the express written consent of District.
- d. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.

9. LICENSING AND PERMITS

Company shall be licensed, as required, in accordance with the laws of this State. Company further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of goods/services hereunder and required by the laws and regulations of the United States, State of California, Contra Costa County and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

10. CHANGE ORDERS

Change Orders are defined as additional work and/or changes to the scope of this Request for Proposal. Change Orders may be required and ordered in writing by District with agreement by Company. No Change Orders shall be authorized by the District unless a request is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without written authorization will not be approved for payment.**

11. WORK PRODUCT

All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of Company created by Company pursuant to this contract, except documents which are required to be filed with public agencies, shall be deemed solely the property of District. Company will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration or termination of this contract, Company shall turn over to District, in District's preferred format, all such original Work Product in Company's possession or control.

12. SELLER'S INVOICE

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information:

Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

13. PAYMENT FOR SERVICES/PRODUCT

The District will remit payment following receipt of invoice after internal validation and acceptance. If an invoice is in error, the District will pay the accurate amount of the invoice, or the invoice will be returned to the vendor for correction and reissue.

In connection with any cash discount specified in this proposal, time will be computed from the date of services performed or product acceptance / receipt as specified or from the date correct invoices are received by the District if the latter date is later than the date of services performed. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the District warrant or check.

The District is not tax exempt from State, District and County Sales Taxes. The District is exempt from Federal Excise Tax and will furnish Exemption Certificates when applicable.

Payment for goods and/or services received shall be made in accordance with the payment schedule and payment terms contained in this Proposal or as negotiated between District and Company. Payment is deemed to be made on the date of mailing of the check.

The Company shall submit invoices referencing the appropriate purchase order number to:

Delta Diablo Sanitation District
2500 Pittsburg-Antioch Highway
Antioch, CA 94509
Attn: Accounts Payable

14. RIGHT TO WITHHOLD PAYMENT

District may withhold or nullify the whole or any part of any payment due Company to such extent as may be reasonably necessary to protect the District from loss as a result of:

- a. Defective work not remedied in accordance with the provisions of the contract; or
- b. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; or
- c. Failure of Company to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- d. Damage to other work or property; or
- e. Failure of the Company to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

15. INDEMNIFICATION

Company shall defend, indemnify, save and hold harmless District, its governing body, officers and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from, or connected with, the services provided hereunder and due to, or claimed or alleged to be due to, negligence or willful misconduct of Company, its officers, employees, agents, subcontractors, or any person under its direction or control, and will make good to and reimburse the indemnitee for any such matters and, if requested by any of the indemnitee, will defend any such suits at the sole cost and expense of Company. Company's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of District or any other person, but Company's obligation to indemnify and defend shall be limited to the proportion of negligence or willful misconduct attributable to Company, its subcontractors or any person under its direction or control. The indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Company or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16. INSURANCE

Should work be required on District premises or within the public right-of-way, Company shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable prior to initiation of any services under District, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of California and the Delta Diablo Sanitation District and shall meet the following minimum specifications:

OFFERORS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS IN EXHIBIT A. IT IS HIGHLY RECOMMENDED THAT OFFERORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE PURCHASING MANAGER DIRECTLY AT 925-756-1968. IF ANY APPARENT LOW OFFEROR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT OFFEROR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

17. SAFETY

Company and their subcontractors working for Delta Diablo Sanitation District (District) shall comply with all applicable federal, state and local laws and safety orders in the performance of any work on District projects. In addition, Company and their subcontractors shall comply with all safety regulations and procedures listed in the Safe Work Requirements in Exhibit B.

18. WARRANTIES

Unless otherwise specified, all material, labor or equipment provided under the contract shall be warranted by Company and/or manufacturer for at least twelve (12) months after acceptance by District. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by Company in the proposal as an exception.

Company shall be considered primarily responsible to the District for all warranty service, parts and labor applicable to the goods or equipment provided by Company under this RFP or award, irrespective of whether Company is an agent, broker, fabricator or manufacturer's dealer. Company shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to District and that services, parts and labor are available and provided to meet District's schedules and deadlines. If required and defined within the Scope of Work, the Company will post a performance bond after contract award to guarantee performance of these obligations. Company may establish a service contract with a local agency satisfactory to District to meet this obligation if Company does not ordinarily provide warranty service.

19. LITIGATION WARRANTY

The Company, by proposing, warrants that Company is not currently involved in litigation or arbitration concerning the materials or Company's performance concerning the same or similar material or service to be supplied pursuant to this contract or specification, and that no judgments or awards have been made against Company on the basis of Company's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the District in the proposal. Disclosure may not disqualify the Company. The District reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration and to require Company to furnish the District with a surety bond executed by a surety company authorized to do business in the State of California and approved by Delta Diablo Sanitation District in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by Company of the contract in the event the contract is awarded to Company, notwithstanding the litigation or arbitration.

20. STANDARD OF CARE

Company's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

21. RESPONSIBILITY FOR JOB SITE CONDITIONS

In accordance with generally accepted practices, Company will be required to assume sole and complete responsibility for job site conditions during the course of the work, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Company assumes sole responsibility for any loss or damage, including theft and vandalism, to Company's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District.

22. LAWFUL PERFORMANCE

Company shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the Company, at Company's sole expense.

23. PAYMENT OF SUPPLIERS

Company shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Company on account of said services to be rendered or said material to be furnished under this contract. Company shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Company shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project.

24. TERMINATION

This contract may be terminated for any reason set forth below:

a. With Cause

In the event of any breach by the Company of the conditions set forth in this contract, including any non-performance of duties, District may, without prejudice to any of its legal remedies, terminate this contract for cause upon five (5) days written notice to the Company. Upon contract termination, the District reserves the right to complete the work at its convenience and timing as deemed necessary.

b. Without Cause

The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Company personnel, etc) at any time upon written notice to the Company. In the event of such termination, the District's only obligation to Company will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.

25. ANNUAL APPROPRIATION OF FUNDS

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the District's Board of Directors. The District plans and makes appropriations to the District Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

26. CONFLICT OF INTEREST

No District employee or elected or appointed member of District government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this proposal if they:

- a. Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

- b. Are negotiating for or have an arrangement concerning prospective employment with Offeror. The Offeror warrants to the best of his knowledge that the submission of the proposal will not create such conflict of interest. In the event such a conflict occurs, the Offeror is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the District shall have the right to annul this contract without liability at its discretion, and Offeror may be subject to damages and/or debarment or suspension.

27. GRATUITIES

The District may rescind the right of the Company to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Company, or any agent or representative of the Company, to any officer or employee of the District with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

28. ADVERTISEMENTS, PRODUCT ENDORSEMENTS

District employees and agencies or organizations funded by Delta Diablo Sanitation District are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the General Manager. No Company may represent that Delta Diablo Sanitation District has endorsed their product or service without the District's prior written approval.

29. OPTIONAL COOPERATIVE PURCHASE AGREEMENT

It is intended that any other public agency (i.e., county, district, public agency, municipality or state agency) shall have the option to participate in any award made as a result of this solicitation. Delta Diablo Sanitation District shall incur no financial responsibility in connection with purchase orders or contracts made by the Company with another public agency resulting from this solicitation. The public agency shall accept sole responsibility for placing orders and making applicable payments to the Company. Company shall declare whether their proposal includes an option for "cooperative" purchases by other government agencies as outlined in this section where that option is offered on the RFP PRICE FORM. The option shall not be considered in the proposal evaluation.

30. NONDISCRIMINATION

Company shall not discriminate against any person because of sex, race, color, creed, national origin or disability. Company, if providing a service, program or activity to the public on behalf of the District, shall comply with the Americans with Disability Act and District's policies pursuant thereto when providing said service, program or activity.

31. GOVERNING LAW AND VENUE

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Contra Costa County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

32. ATTORNEYS' FEES

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

EXHIBIT A

THIS SECTION DELETED

EXHIBIT B

THIS SECTION DELETED

EXHIBIT C RFP PRICE FORM		
1.	Software License Fees	\$
2.	Data Conversion	\$
3.	Project Management	\$
4.	Training	\$
5.	Special Programming / Customization	\$
6.	Travel Costs & Related Expenses	\$
7.	Annual Maintenance / Support Costs – Year 1	\$
	Annual Maintenance / Support Costs – Year 2	\$
	Annual Maintenance / Support Costs – Year 3	\$
	Annual Maintenance / Support Costs – Year 4	\$
	Annual Maintenance / Support Costs – Year 5	\$

Goods/services to be delivered OR work to begin _____ days after receipt of order.

District payment terms are NET 30. Offeror may offer a discount for early payment. If discount is offered terms are: _____% discount if paid in full within _____ days.

Option for “cooperative” purchases by other government agencies is included (Section 29. General Terms and Conditions) _____ Yes _____ No

The undersigned, as Offeror, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

Signature of Offeror's Authorized Representative

Date

Printed Name

Name of Offeror (Company)

Title

Address

Email address

City, State, Zip

Phone Number

Fax Number

**THIS PAGE SHOULD ONLY BE SUBMITTED WITH THE ORIGINAL OF THE RFP RESPONSE.
DO NOT INCLUDE IT IN THE ADDITIONAL COPIES REQUIRED.**

EXHIBIT D
ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this proposal. If not addressed below, then Delta Diablo Sanitation District assumes that the Offeror will adhere to all terms and conditions listed.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**EXHIBIT E
REFERENCES**

Offeror shall provide a minimum of five (5) Customer References who are using the software being proposed, preferably in California. References should be wastewater agencies similar in size and scope. In addition, please include a complete list of wastewater clients with agency name, location and telephone numbers.

REFERENCE #1

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
LENGTH OF TIME USING SOFTWARE SYSTEM	
INSTALL DATE	
BRIEF DESCRIPTION OF CUSTOMER'S SOFTWARE AND HARDWARE CONFIGURATION	

REFERENCE #2

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
LENGTH OF TIME USING SOFTWARE SYSTEM	
INSTALL DATE	
BRIEF DESCRIPTION OF CUSTOMER'S SOFTWARE AND HARDWARE CONFIGURATION	

REFERENCE #3

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
LENGTH OF TIME USING SOFTWARE SYSTEM	
INSTALL DATE	
BRIEF DESCRIPTION OF CUSTOMER'S SOFTWARE AND HARDWARE CONFIGURATION	

REFERENCE #4

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
LENGTH OF TIME USING SOFTWARE SYSTEM	
INSTALL DATE	
BRIEF DESCRIPTION OF CUSTOMER'S SOFTWARE AND HARDWARE CONFIGURATION	

REFERENCE #5

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	

TELEPHONE #	()
CONTACT	
LENGTH OF TIME USING SOFTWARE SYSTEM	
INSTALL DATE	
BRIEF DESCRIPTION OF CUSTOMER'S SOFTWARE AND HARDWARE CONFIGURATION	

[illegible]

27

EXHIBIT G
BUSINESS PROFILE

All offerors shall submit the information as requested below.

1. Length of time your firm has been in business: _____
2. Length of time at current location: _____
3. List types and business license number(s): _____

4. Names and titles of all officers of the firm: _____

5. Is your firm a sole proprietorship doing business under a different name? YES ☐ or NO ☐
If yes, please indicate sole proprietorship name and the name you are doing business under:

6. Is your firm incorporated? YES ☐ or NO ☐
7. Please indicate your Federal Tax Number: _____
8. Payee and remittance address that will appear on invoices: _____

9. Physical Address: _____

10. Total number of technical/support employees _____ Total number of technical/support employees
in California _____.
11. Total number of installations to determine the support/install ratio _____

**EXHIBIT H
SUBMITTAL CHECKLIST**

This checklist is provided to assist in the preparation of Offeror's proposal. It is only intended as a guide. It is the Offeror's responsibility to read the RFP thoroughly and comply with all requirements.

All proposals should include but are not limited to the following forms:

1. **RFP Price Form** – completed and signed by authorized representative
2. **Additions, Deletions and/or Exceptions** - if none, write "NONE" and submit
3. **References** – complete as requested including full list of clients
4. **List of Subcontractors** – if none, write "NONE" and submit
5. **Business Profile** – complete as requested

Addenda (if any) – be sure all addenda are completed, signed and submitted with proposal