

REQUEST FOR PROPOSAL

RFP #17-02

WTP SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE

City of Ann Arbor
Public Services Area/Water Treatment Services Unit



Due Date: June 8, 2017 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking proposals from suitably qualified Supervisory Control and Data Acquisition (SCADA) software manufacturers or their certified sales representatives (both now referred to as Software Vendor or Respondent) to be used in selection of the SCADA software solution for the Ann Arbor Water Treatment Plant (WTP). The software package selected will be used as the design basis in a progressive design build project (SCADA Modernization Project) that will replace the SCADA and Programmable Logic Controller (PLC) hardware and software at the Water Treatment Plant. The progressive design build project is anticipated to be let the first half of 2018. It is expected that the selected Software Vendor will become a subcontractor to the successful design build team. The software vendor will play a prominent role in the setup, testing, and commissioning of the SCADA software. All Software Vendors that meet the criteria described in this document and wish to put forth a proposal are invited to respond.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before May 25, 2017 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Ryan Justin, SCADA Network Administrator - RJustin@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective Software Vendor be in doubt as to the true meaning of any portion of this RFP, or should the Software Vendor find any ambiguity, inconsistency, or omission therein, the Software Vendor shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the Software Vendor's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: April 27, 2017 at 1:30 p.m.

WHERE: City of Ann Arbor Water Treatment Plant, 919 Sunset Road, Ann Arbor, Michigan 48103

Attendance at this meeting is highly recommended. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning RFP #17-02. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum. At the completion of the meeting, the Respondents will have the opportunity to visit the plant to familiarize themselves with the site and the existing conditions.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the Software Vendor. An official authorized to bind the Software Vendor to its provisions must sign the proposal in ink.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Software Vendor's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff members from the Water Treatment Services Unit (WTSU) will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top Software Vendors, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, pricing, support, and demonstrate use of their software solution. The City further reserves the right to interview the key personnel assigned by the selected Software Vendor to this project. If the City chooses to interview any respondents, the interviews will be tentatively held between **July 10, 2017 and July 20, 2017**. Software Vendor must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the

RFP or in the Software Vendor's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City Procurement Unit on, or before, June 8, 2017 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP #17-02 – WTP Supervisory Control and Data Acquisition (SCADA) Software”** and list the Software Vendors name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Software Vendor for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Software Vendors are responsible for submission of their proposal. Additional time will not be granted to a single Software Vendor. However, additional time may be granted to all Software Vendors at the discretion of the City.

A proposal will be disqualified if:

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.**
- 3. The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.**
- 4. The Non-Disclosure Agreement in Appendix A is not completed and submitted prior to the date of the Pre-Proposal Meeting.**

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a Software Vendor's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

Software Vendors selected to do business with the City of Ann Arbor must be prepared to be a subcontractor to the successful progressive design build project team for the SCADA Modernization Project. Proposals submitted as part of this RFP should reflect a Respondent's understanding of these contract requirements.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected Software Vendor's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. HUMAN RIGHTS REQUIREMENTS

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance

attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful Software Vendor must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the Software Vendor complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Software Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Software Vendor. By submitting a proposal, Software Vendor agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The Software Vendor must clearly state the reasons for the protest. If a Software Vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Software Vendor to the Purchasing Manager. The Purchasing Manager will provide

the Software Vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-Proposal Meeting	April 27, 2017, 1:30 p.m.
Questions & Clarifications Deadline	May 25, 2017
Proposal Due Date	June 8, 2017, 2:00 p.m.
Tentative Interviews (if needed)	July 10 – July 20, 2017
Selection of Software Vendor/Solution	September 2017
SCADA Modernization Project Advertised	Winter 2017/2018
SCADA Modernization Project Kickoff	Spring 2018

The above schedule is for information purposes only and is subject to change at the City’s discretion.

P. IRS FORM W-9

The selected Software Vendor will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all Software Vendors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more Software Vendors to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a

proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. NON-DISCLOSURE AGREEMENT

Portions of the information contained in “Section II – Scope of Services” of this RFP are considered confidential and have been removed from this public version of the RFP. A Non-Disclosure Agreement must be completed to gain access to this information that describes the current SCADA setup, operational details, and general requirements for the new system design. A valid Non-Disclosure agreement must be on file for the Software Vendors proposal to be valid and considered for award. Completed Non-Disclosure Agreement forms are to be emailed to Ryan Justin, SCADA Network Administrator at RJustin@a2gov.org. Once the Non-Disclosure agreement has been reviewed and approved the full text for “Section II - Scope of Services” will be sent to the Software Vendor. A fully executed copy of the Non-Disclosure Agreement will also be provided to the Software Vendor after all signatures are completed.

SECTION II - SCOPE OF SERVICES

1. Background

The City of Ann Arbor Water Treatment Services system includes a 50 MGD lime softening water treatment plant, four pumping stations, three water storage reservoirs, two elevated tanks, three wells, ten distribution system pressure monitoring sites, two distribution system control valves, two recreational dams, and two dams with hydroelectric generators. Plant processes are controlled via PLC-5 programmable logic controllers and associated I/O with some minor subsystems controlled using CompactLogix PLC systems.

This content will be released to the Software Vendor upon completion and submission of the Non-Disclosure Agreement located in Appendix A of this RFP. Failure to submit the Non-Disclosure agreement form and obtain the full RFP text will disqualify the Software Vendors proposal.

2. Objective

The City of Ann Arbor is seeking a SCADA software solution that will be used as a design basis for the Water Treatment Plant SCADA Modernization Project. The SCADA Modernization Project will replace the existing Allen Bradley PLC-5 controllers and associated I/O in the WTP with equipment in the Allen Bradley Logix5000 family. These new PLC's will be programmed to meet or exceed the current programming functions and will be integrated with the SCADA software solution selected as part of this RFP. The SCADA Modernization Project will replace the hardware (servers, etc.) associated with the new software selection. Communications to all remote facilities currently on the MOSCAD system will be assessed and new equipment and communications methods may be implemented where applicable. New graphical control screens, alarms, etc. will be created as part of the SCADA Modernization Project.

The installation of the fully integrated SCADA system shall be carried out by a single firm regularly engaged in the development of SCADA software systems.

This content will be released to the Software Vendor upon completion and submission of the Non-Disclosure Agreement located in Appendix A of this RFP. Failure to submit the Non-Disclosure agreement form and obtain the full RFP text will disqualify the Software Vendors proposal.

The full content of this page will be released to the Software Vendor upon completion and submission of the Non-Disclosure Agreement located in Appendix A of this RFP. Failure to submit the Non-Disclosure agreement form and obtain the full RFP text will disqualify the Software Vendors proposal.

3. Requirements

The selected Software Vendor shall:

- A. Provide the software for the SCADA system to provide monitoring and control functions for the Water Treatment Services system outlined in this RFP.
- B. Ensure that the software is installed per manufacturer's requirements and confirm that City-supplied hardware is compatible. The Software Vendor shall provide hardware requirements as part of their bid submittal package.
- C. Be responsible for coordinating with the Owner to verify that the installation constitutes a complete working system (installation only). The successful progressive design build project team will be responsible for all networking, and supplying all the computer hardware.
- D. Be responsible for installation of the software. This responsibility does not include any custom screen development or scripting (to be performed by the design build team/systems integrator), only to ensure the software is up and running on City provided servers.
- E. Recommend spare parts and software solutions as appropriate.
- F. Provide support to the design build programming team in software programming and screen development as required.
- G. Work with progressive design build team in the development of design concepts during the planning, construction and commissioning of the SCADA Modernization Project to maximize the benefit in the final system design.

Software Vendor's Proposal

To be considered, each Respondent must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the Software Vendor. Proposals submitted shall define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

All proposals become the property of the City of Ann Arbor once reviewed, whether awarded or rejected.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Software Vendors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Software Options
- D. Cost of Software and Support
- E. Demonstration License
- F. Innovation of Value Added Suggestions
- G. Authorized Negotiator
- H. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 15 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinates that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-contractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.

B. Past involvement with Similar Projects – 15 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal must also indicate proven ability to have projects completed on time and within the budgeted amounts. A complete list of client references must be provided for

similar projects recently completed. The list shall include firm/agency's name, contact name, project title, owner name, address, and phone number.

The proposal must include examples of projects designed by staff proposed to work on this project. Examples should include software deployment in water plants as a first consideration and software deployment in wastewater plants second, and software deployment in lift and booster stations third, in ranking of importance. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design shall be included. A list of three (3) client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Software Options – 40 points

Complete a detailed submittal of available options as described in Attachment A "SCADA Software Features Checklist." The form in Attachment A must be filled out in its entirety and included in the proposal. Proposals submitted without this completed form may be considered non-responsive.

Each feature will be carefully considered on three criteria:

- Standard Feature
- Available Feature – with and without added cost
- Not Available

Importance is placed on features that allow for centralized management of the SCADA software and provide a reliable system with limited downtime and ease of maintenance (e.g. thin client deployment, automatic server failover, application version control, etc.). The software should allow for easy modification of screens, tags, drivers, etc. to make adding information to the system a simple, seamless process with limited downtime or dependence on any 3rd party software or drivers. The ability to use the software to provide the operators with everything they need to efficiently perform their duties and access real-time and historical data is also of great importance.

Include any other available features, product literature, or information of note in this section as appropriate (keeping within proposal sizing limits given in Section 4.1).

D. Demonstration License – 5 points

A fully functional demonstration license of the software for testing and reviewing the proposed software package is requested. This license will be required to function for 180 days from day of activation with the manufacturer. The City will

reach out to the Software Vendors to discuss software delivery and licensing methods after submission of the written proposals.

E. Innovation or Value-Added Suggestions – 5 points

Identify innovation ideas or value-added suggestions that could improve the delivery of the project. Topics for consideration may include, but are not limited to:

1. Cost savings recommendations.
2. Critical success factors.
3. Stream line programming and implementation.
4. Functionality improvements.
5. System optimization of plant operations.
6. Integration with Laboratory LIMS Software (Labworks)
7. Integration with CMMS System Software (Mainsaver)
8. Recommended spare parts
9. Network Monitoring & Cyber Security

F. Cost of Software and Support – 20 points

As part of the selection criteria, all Respondents must be prepared to provide information on software options and costs. All respondents shall provide a Unit Price and Total Price for all items specified. Quantities included in the tables in Attachment A represent estimated quantities for different work items. The Respondent would be compensated for the actual number of items completed using the unit prices provided. Items that are not specifically mentioned but are required to complete the scope of work shall be considered incidental.

The total cost of the software package including support fees will be taken into consideration. Pricing should be valid for 18 months from RFP due date.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all “sales taxes” and “use taxes” as applicable to this work.

G. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

H. Attachments

Legal Status of Software Vendor, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

Proposals shall also identify any and all assumptions that could impact the end product and/or proposed pricing of the software. Any additional work necessary to meet the intent of the proposed scope of work should be included in the Proposal. Alternate solutions or methods to items presented in this document are encouraged and will be considered.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through E) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the Software Vendors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Software Vendor, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through F), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the Software Vendors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 20 sheets (40 sides), not including required attachments and resumes.

Each person signing the proposal certifies that he or she is the person in the Software Vendor's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Software Vendor must acknowledge in its proposal all addenda it has received. The failure of a Software Vendor to receive or acknowledge receipt of any addenda shall not relieve the Software Vendor of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – SCADA Software Features Checklist

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**ATTACHMENT A
SCADA SOFTWARE FEATURES CHECKLIST (PAGE 1 OF 4)**

Checklist Definitions

Standard Module: A standard feature with no additional cost and is included in the proposed software package.

Optional Module: An available feature with additional cost and can be included. Please clearly specify whether the optional module has been included in pricing breakdown.

Not Available: Feature is not available and/or software solution is not capable of providing this feature.

Notes: Provide any applicable notes relating to this line item.

Checklist Example

Category	Standard Module	Optional Module	Not Available	Notes
Example Respondent Response #1	✓	-	-	Included as standard feature
Example Respondent Response #2	-	✓	-	Optional cost per 10 concurrent users
Example Respondent Response #3	-	-	✓	Available by third party vendor

Licensing & Software Usage

Category	Standard Module	Optional Module	Not Available	Notes
Clients Licensed per User				Provide a minimum of 35 Active User Profiles
Clients Licensed per Workstation Installation				Provide a minimum of 25 Client Computer Licenses
Thin Client - Application Based				Provide a minimum of 10 Concurrent Users
Thin Client - HTML Based				Provide a minimum of 10 Concurrent Users
Wireless Clients Have the Same Capability as Wired Clients				
Mobile/Phone Capable - Application Based				
Mobile/Phone Capable - HTML Based				
Enhanced Security – Multi-factor Authentication Capable				
Access Level/Security Control - Adjustable Per User				
Access Level/Security Control – Capable of View Only Mode				

**ATTACHMENT A
SCADA SOFTWARE FEATURES CHECKLIST (PAGE 2 OF 4)**

Reliability and System Features

Category	Standard Module	Optional Module	Not Available	Notes
Redundant Failover Capable Server Software				
Automatic Failover Capable				
Automatic Failover Capable - Seamless/No Touch				
Application Migration Tool – To Copy/Move Application to New Host Server				
Predictive Maintenance and Asset Tracking				
Real-time History Backup				
Configuration Backup				
Run HMI Software as a Service				
Workstation Health Monitoring				
Server Health Monitoring				
Historical Data Logging				
SCADA Historian Logging				
Event Logging - Parameter Changes				
Event Logging - Conditional Changes				
Event Logging - Operator Based				
Web Services				
Standard Device Drivers Library				
Custom Device Drivers Library				
Development of Custom Device Drivers				
Polling Management				

**ATTACHMENT A
SCADA SOFTWARE FEATURES CHECKLIST (PAGE 3 OF 4)**

HMI Interface

Category	Standard Module	Optional Module	Not Available	Notes
Standard Process Displays & Popups				
Windowed/Framed/Sidebar Capable SCADA Screen Configuration				
Alarm Management				
Event Management				
Historical Data (SQL/MySQL/Open Source)				List Proposed Standard Database:
Historical Data (Proprietary)				List Proprietary Database Type:
Report Generator - Manual				
Report Generator - Automatic				
Application Security - Global				
Application Security - Per Account				
Customizable "On The Fly" Trending				
Alarm Notification				
Alarm Sorting				
Allow User Generated Notes/Logs/Messages				
Multiple Monitor Support – Without Adding to Concurrent User or License Counts				
Scalable Screens - Auto Adjust Size and Resolution				

**ATTACHMENT A
SCADA SOFTWARE FEATURES CHECKLIST (PAGE 4 OF 4)**

SCADA Software Development

Category	Standard Module	Optional Module	Not Available	Notes
Standard Graphics Library – Color (High Resolution)				
Standard Graphics Library – Grayscale (High Efficiency)				
Standard Graphics Library – Including Common Water Objects and Equip. Animations				
Design Studio for Custom Graphic Creation				
Real-Time Configuration of Screens, Objects, Tags				
Application Distribution - Push to Client Deployment				
Application Distribution - Manual Client Deployment				
Application Version Control				
Application Version Remote Role Back				
Realm/Group Area Filtering				
Intelligent/Hierarchical Tag Browsing				
Simplified Tag Development				
Scripting Development and Debugging Tools				

**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT D
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT F

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A

NON-DISCLOSURE AGREEMENT
BETWEEN [REDACTED]
AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its Water Treatment Plant and components thereof, certain confidential information relating to a cell tower and antennas located on the Plant grounds, including all related facilities, and confidential information regarding the Water Treatment Plant and cell tower facilities that may be determined through inspection of those facilities, all of which information is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, [REDACTED] (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the *WTP Supervisory Control and Data Acquisition (SCADA) Software RFP*.

Therefore, it is agreed this ____ day of [REDACTED], 2017:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver's request for:

- "Section 2 – Scope of Services" of the WTP Supervisory Control and Data Acquisition (SCADA) Software RFP.

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR



By: _____
Howard Lazarus

By: _____

Print Name: _____

Title: City Administrator

Title: _____

Date: _____

Approved as to substance:

Craig Hupy, P.E.
Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney

Employee Agreement to be Bound by the Attached Non-Disclosure Agreement

The undersigned employee of [redacted] agrees he/she has read the attached Non-Disclosure Agreement between the [redacted] and City of Ann Arbor and agrees to be bound by the terms and conditions thereof. The undersigned represents, by signing below, that he/she is receiving the Confidential Information on a "need to know" basis and will not disclose the Confidential Information except as provided in the Non-Disclosure Agreement.

Employee Name: _____

Position: _____

Employee Work Address & Phone Number:

Employee Signature:

Date: _____