REQUEST FOR PROPOSALS

FOR

WATER SCADA SYSTEM UPGRADE

RFP 14-008

Released: May 12, 2014

RESPONSES DUE:

June 24, 2014 – 4pm PST

MAILING/DELIVERY ADDRESS:

City of Commerce
Att: Purchasing Agent
P.O. Box 348
27 Sycamore St.
Commerce, GA 30529
1. INTRODUCTION

The City of Commerce is soliciting written proposals from suitably qualified organizations ("Proposers") to provide the required hardware, software and services to upgrade the Water Supervisory Control and Data Acquisition (SCADA) system at the City.

The City wishes to undertake the project in four phases of work:

I. Upgrade of the existing SCADA system to provide equivalent capability to the current, now outdated, SCADA system. It is preferred that the existing field devices, including the installed PLCs and instrumentation, be retained and integrated to a new "head end" SCADA platform.

II. Development of additional analytical and reporting capabilities for pump efficiency, energy use and water losses.

III. Support for tablet devices for use by operators and operations management.

The City is requesting proposals for all 3 phases of work.

1.1. Included Items

City of Commerce is soliciting a fully integrated response, providing (with some exceptions, as noted) the necessary hardware, software and services to complete the project. The response should include the following key elements in accordance with the instructions and requirements set out in this Request for Proposals ("RFP"):

- SCADA software - to be used in one facilities and providing:
  - Application Server Platform
  - Operator interface - Human Machine Interface (HMI)
  - Administration/Development/Configuration Tools
  - Data archiving capability (Historian)
  - Analytical reporting capability
  - Alarm and Event Management
  - Business Application Connectivity
  - Tablet Interface

- System Validation and Acceptance Testing, including a period of parallel operation

- User Training and Documentation

- System Maintenance and Support
• Integration Services
• Specialized or proprietary hardware necessary for the operation of the SCADA software

All proposals must conform to all applicable City standards and specifications as defined in this RFP.

1.2. Excluded Items

The following items are explicitly excluded from the scope of this solicitation:

1. PLCs/RTUs, Field Instrumentation or other Field Devices - The City prefers to retain existing field devices, including all PLCs currently deployed. Where this will not be possible, proposers may include replacements or upgrades within their proposal.

2. Construction and Construction-Related Activities - Any construction or construction-related work is specifically excluded from the scope of work. This includes but is not necessarily limited to trenching, mechanical or electrical work. Bidders may assume that all such work required for completion of the project will be self-performed by City of Commerce according to the design prepared by the successful bidder, which is specifically included within the scope of work being solicited.

3. Commodity Computer Hardware and Platform Software - Under the terms of this RFP, Proposers are not being asked to provide any industry standard computers or other commodity computer hardware or standard software (operating system, database, utility, etc.) related to the SCADA system. However, Proposers are required to specify the necessary hardware and software for direct acquisition by City of Commerce through the City's regular procurement processes. Proposers should describe the amount, type and configuration of the computer hardware and standard software required to operate the HMI and related software effectively.

4. Networking and Communication Components - City of Commerce is also not soliciting proposals for configuration or implementation of networking or communication components required for implementation and operation of the central SCADA system. The City will provide all required wired or wireless networking capabilities as required. Proposers are required to specify the required network configuration and provide/install required communications components at the monitored sites.

1.3. Expected Deliverables

The following list summarizes deliverables identified in this RFP. It is intended to serve as a structure for Proposer responses, including costs. Proposers are free
to make additions that they believe will further assist City of Commerce in reaching its objectives. The proposer will be expected to deliver:

1. A management plan for the project, with periodic progress meetings.

2. A design for the SCADA system, including required hardware, software and communications, as described in this RFP, documenting the proposed configuration of all components at each site, to be submitted and approved prior to the commencement of installation work.

3. SCADA system software, including application platform, user interface, configuration/administration tools, data archiving, reporting and alarm management capabilities, conforming to approved design submittal and tested, with system and user documentation.

4. Proposed equipment, procured, configured and installed in a manner conforming to approved design submittal and meeting all applicable City standards.

5. Training, instructions and documentation to enable City staff to effectively operate and maintain the system.

6. System maintenance and support for a period of three years following acceptance of the system.

7. Services for development of analytical reports. The reporting should be in there areas: energy usage, water losses and pump efficiency.

8. Services for the deployment of tablet devices to mobile operators. The tablet devices will be purchased by the City but should be specified in the proposal.

1.4. Schedule of Events

The following tentative schedule has been established for the selection and contracting process. It is subject to change by the City:
### MILESTONES

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Release of Request for Proposal (RFP)</td>
<td>May 12, 2014</td>
</tr>
<tr>
<td>Pre-proposal conference (OPTIONAL for Proposers)</td>
<td>June 3, 2014 – 10am</td>
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<tr>
<td>Deadline for Questions</td>
<td>June 16, 2014 – 12pm</td>
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<tr>
<td>Final Questions and Responses Published</td>
<td>June 18, 2014</td>
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<tr>
<td>Proposal Due Date</td>
<td>June 24, 2014 – 4pm</td>
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<tr>
<td>Interviews with Shortlisted Vendors</td>
<td>June 25–July 1, 2014</td>
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<tr>
<td>Final Recommendation Determined</td>
<td>July 2, 2014</td>
</tr>
<tr>
<td>Award of Contract by Council</td>
<td>July 21, 2014</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>July TBA</td>
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### 1.5. General Information

Detailed instructions for submitting proposals are provided in Section 5 and Appendix I. Proposers must ensure that they comply with all of the conditions set out in Section 5 and Appendix I. Failure to comply with any of the conditions will be grounds for rejection of the proposal as non-compliant.

Inquiries or questions regarding this RFP should be directed to:

**E-mail:**  
tommyh@commercega.org

**Postal Address:**

City of Commerce  
Att: Purchasing Agent  
P.O. Box 348  
27 Sycamore St.  
Commerce, GA 30529

**Fax:** 706-336-3297

Other than by the means identified above, any contact with members of the City Council, or City staff in regard to this RFP or the associated selection process is prohibited. Any firm violating this requirement will be disqualified from the selection process.
2.1. City of Commerce
The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

2.2. The SCADA Project
The City of Commerce Water Pollution Control Plant desires to upgrade the existing system to the fullest extent possible. This upgrade would consist of use of existing hardware and a full replacement of the software. Proposers are encouraged to assess the current system at the pre proposal meeting (See section 1.4). Details about or current system are listed in Appendix III.
3. PROJECT SCOPE

The scope of services set forth in this Request For Proposals represents an outline of the services which City of Commerce anticipates the successful proposer to perform, and is presented for the primary purpose of allowing City of Commerce to compare proposals. The precise scope of services to be incorporated into the Agreement shall be negotiated between City of Commerce and the successful proposer. Proposers are encouraged to suggest any changes to the scope of services, as a part of the proposal, in order to better achieve the City's stated Project Objectives.

3.1. Project Objectives

The objective of the SCADA project is to implement a central system for data communications, system monitoring and control, historical data recording, analysis and reporting. This system will be capable of handling the current SCADA requirements of the City, and will have sufficient capacity, or be expandable, to accommodate all treatment facility, pumping stations & reservoirs, and to be able to handle future requirements as they arise.

3.2. Site Access

Proposers must pay particular attention to site access requirements. City of Commerce is considered to be a part of the city's Critical Infrastructure and, accordingly, access is limited to authorized personnel. Access to each site must be scheduled and coordinated with the City's Operations. Obtaining appropriate site access permission is the sole responsibility of the Contractor.

3.3. Locations

It is anticipated that the SCADA Monitoring/Control System, with HMI, database, historian, alarm management, etc. will be installed in the City's Water pollution Control Plant at W.E. King Rd. Commerce, GA 30530

3.4. Material and Services to Be Provided

All Proposals should address the design, software licensing, programming, installation, testing, startup and commissioning of a complete SCADA system for up to 10 system users. This includes (except as noted) all materials, equipment, installation, programming, coordination, and other necessary work required for a complete system as described herein.

3.4.1 Project Management
Proposals should include a detailed schedule for all proposed tasks, specifying the party or parties responsible for completion of each task. A description of the implementation methodology and experience in using the methodology in implementing similar systems must also be provided.

It is required that all pumping and water treatment facilities included within the scope of the project remain fully operational during the work, with minimal transition time between the existing and new control systems. The project plan should reflect this requirement and clearly describe the transition plan.

All Proposals should state how project activities will be coordinated with the City’s project team. A Progress Report every two weeks and periodic progress meetings with the Project Manager are expected. The plan should also reflect the City’s desire to have the work conducted in four phases as follows:

1. Upgrade of the existing SCADA
2. Development of analytical reporting capabilities.

3.4.2 System Design

Proposers should expect to develop a fully documented design for all SCADA components, including both monitoring sites, prior to the actual performance of any installation, configuration or development work in each phase. This design will be developed based on the requirements included in Appendix IV of this RFP.

3.4.3 Software Implementation

The SCADA system should be based on a packaged software product. The successful bidder will provide all required software licensing and
programming required to implement the SCADA system according to the approved design. A total of 10 users are expected to require access to the system as follows:

The successful bidder will be required to migrate existing configurations or create new configurations for all required screens, scripts, functions, reports, trends, logic blocks, communications and other system elements to ensure equivalent capability in the new system as compared with the City’s existing SCADA system.

3.4.4 System Start-up and Acceptance Testing

Proposals should include the start-up, integration and testing of all elements of the SCADA system, including acceptance testing. The existing SCADA system will be maintained to run in parallel until the new system has completed acceptance. Acceptance Testing should be proposed for each phase of work.

3.4.5 Training

City of Commerce believes that thorough, effective training will be critical in attaining its objectives. Training should be proposed for:

- Operators, including use of HMI, Trending, Alarms, alarm notifications/paging, data logging, communications, and analysis/reporting features.

- SCADA System Administrators and SCADA Technicians, including configuration interface and troubleshooting the SCADA system.

- IT System Administrators, responsible for the ongoing operation of computer hardware and software components
City of Commerce also requires both system and user documentation (hardcopy and electronic format that can be updated by the City). The technical system documentation will describe the system architecture, system logic, and operating requirements in sufficient detail for City staff to understand and take over technical support of the system. The user documentation will include an easy-to-use “cheat sheet” for reference by users.

3.4.6 Maintenance and Support

Proposals should include maintenance services for all components of the SCADA system including hardware, software and communications (with the exception of computer, networking and communication elements provided by the City) for a period of three years following system acceptance. It is expected that the vendor will provide warranty on materials delivered for a period of 1 year.

Proposals should assume an emergency response time of 6 hours.

3.4.7 Other Services

Proposals may include any other services that are considered necessary to complete this project in a turnkey fashion, or which would, in the judgment of the Proposer, improve the capability or increase the value of the delivered system.
4. METHOD OF SELECTION

All proposals received as specified will be evaluated by the City in accordance with criteria that are set out below. The evaluation process will have five steps:

1. Proposals will be reviewed to ensure compliance; non-compliant proposals will be rejected.

2. Proposals will receive a technical evaluation where only the technical proposals are considered.

3. Proposals will receive a commercial evaluation where cost proposals are considered.

4. Shortlisted Proposers will be selected for interview. Any necessary clarification will be sought at this time. Proposers are advised that, due to the extent of the services required, the discussion may require more than a single meeting. During this process, shortlisted Proposers may be requested to update their technical proposal in line with any discussions that have occurred and present a “best and final” cost proposal based upon the updated technical proposal.

5. Following the interview and a review of any updated proposals, a recommendation will be made to the City Council. Final selection of the Proposer and authorization of the agreement will be made solely by the City Council. However, the council reserves the right not to make an award, to make multiple awards, or to make a partial award.

4.1. Evaluation Criteria

The technical evaluation will be based upon a determination by the City’s Evaluation Committee members as to how well each proposal meets the City’s requirements as presented in this RFP.

The technical evaluation will consider the following factors:

- Demonstrated understanding of the City’s needs (10%)

- Solution proposed (20%), including:
  - Software components
  - Hardware components
• Ease of maintenance
• Completeness of solution

• Vendor’s and Vendor’s Team Experience and Overall Qualifications (15%), including:
  • Financial stability
  • Northeast Georgia area presence
  • Implementation methodology and experience of implementing similar systems
  • Training and support capabilities
  • References

• Proposed Services and Quality of the overall work plan (15%)

• Experience, qualifications, and capability of staff proposed to assist the City with particular attention to the key developers/contact and project manager (20%)

• Completeness of response (10%)

• Time to implement the system (10%)

The commercial evaluation will additionally consider:

• Reasonableness of Price, including:
  • Package software license costs
  • Costs of required software program development
  • Costs of hardware components
  • Unit labor costs
  • Training costs
  • Service cost during the maintenance period
  • Additional proposed costs

• Contractual arrangements

Appendix II contains a sample copy of the City’s Consulting Services Agreement. The evaluation is not binding on the City Council who, at its absolute discretion and judgment, has the authority to make final decisions regarding this RFP.

If necessary the City may request a “Best and Final Offer” proposal from shortlisted proposers.
5. INFORMATION REQUIRED FROM PROPOSERS

This section of the RFP identifies the expected structure and content of the proposal. Failure to follow these guidelines may result in rejection of the proposal on the basis of non-compliance.

City of Commerce is interested in proposals that illustrate an ability to design, install, configure, provide training, and support a system that meets the needs of the City. City of Commerce will be impressed by concise, well-written explanations of proposed products, services and benefits. Lengthy narrative is discouraged. Proposals should clearly express the turnkey nature of the implementation.

Proposers should be aware that the specifications and requirements stated in this RFP are minimum requirements.

Proposals should be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be printed in a clear, readable font and need not be unnecessarily elaborate. An electronic version of the proposal in PDF format, on a CD/DVD or flash drive, should be submitted along with three paper versions.

Proposers may include additional promotional material relating directly to their services and other capabilities.

Proposals should comprise two separate documents:

• A technical proposal
• A cost proposal

Technical and Cost Proposals should address the following deliverables:

1. Project management services
2. SCADA system design services
3. Software development services
4. Procurement and installation of system components
5. Training services
6. Maintenance and support services
5.1. **Technical Proposal**

The technical proposal should contain the following:

a. A letter of transmittal

b. Proposer qualifications and related experience

c. Proposed services and work plan

d. Methodology, staffing, project organization and schedule of work

e. Risk mitigation plan, including identified risks and features of the recommended work plan that avoid or mitigate consequences associated with each risk

f. Details of proposed hardware and software, including material lists

g. Insurance documentation

h. References

i. Other supporting material

The requirements for each of these inclusions are detailed in the sections below.

5.1.1 **Letter of Transmittal**

The letter of transmittal should be addressed to the City Council and must, at a minimum, contain the following:

- Identification of the offering organization including name, address, telephone number

- Name, title, address and telephone number of contact person during the period of proposal evaluation

- Acknowledgement of receipt of RFP addenda, if any

- A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the proposal due date

- A statement certifying that there is no known conflict of interest
• A statement confirming that the Proposer accepts the agreement terms and conditions detailed in Appendix II of this RFP, or identifies the terms and conditions that are not acceptable

• Signature of a person authorized to bind the offering organization to the terms of the proposal.

A sample transmittal letter is included in Appendix V.

5.1.2 Proposer Qualifications and Related Experience

This section of the proposal should establish the ability of the Proposer to provide the range of required goods and services satisfactorily. The section should include:

• A summary of your business activities

• Products and services offered by your organization

• Examples of existing customers with needs similar to the City of Commerce

• A list of contracts in the last three years that were terminated prior to completion, with an explanation as to the reason for early termination

• State of Georgia License(s) held by your firm and any proposed subcontractors

• Annual financial statements for the past two years. At the option of the proposer, a statement indicating that financial statements will be provided to the City under confidential cover upon the request of the City will be sufficient.

This information should also be provided for each subcontractor that will provide goods and services under the agreement.

As part of their response to this section, Proposers must complete the Proposer Information Form and Software Vendor Information Form included at Appendix.

Proposers, including any proposed subcontractors, must be able to demonstrate that they have carried out the range of services required under this agreement for at least five years.
5.1.3 Proposed Services to Be Supplied

Detail the services that are proposed and provide a work planned. Include a description of the approach and/or methodology proposed with a schedule showing the steps and milestones to be achieved. Identify how much of the work will be done at the City, how much at other locations and any assumptions regarding the level of support needed from the City.

Proposed services should be clearly identified for each of the 4 project phases that are requested. Each phase should be planned as independent work with the exception of Phase 1 such that the City may delay, bring forward or cancel work on Phases 2, 3 or 4 without impact to the other phases.

Please state any assumptions related to the level of effort you are proposing in your work plan.

5.1.4 Staffing, Project Organization and Schedule of Work

Identify the key personnel proposed to perform the work on the project, and indicate major areas of subcontracted work, if any. This should include the identity of the project manager or single point of contact along with the hierarchy for escalation of issues.

Provide an organization chart showing the roles of the personnel, resumes of key personnel, and the time and duration estimated that each will spend on the project. Indicate what presence the project team will on-site.

5.1.5 Risk Mitigation Plan

Based on their experience, the Proposer should list technical and non-technical risks associated with the completion of the work. These should address constraints, barriers, and other factors that could negatively impact the completion or quality of the work.

For each risk, the Proposer should describe how they plan to address any potential shortfall in effectiveness.

5.1.6 Required Hardware and Software

Provide details of the proposed SCADA software, including software capabilities and product roadmap. Provide a complete copy of the System Requirements Matrix included at Appendix IV. Provide copies of any software license agreement that is required for operation of the software.
Identify any commodity hardware and software necessary to complete the implementation of the system, including minimum server, client and network requirements for satisfactory operation of the system.

This information is for informational purposes only, as City of Commerce intends to procure all standard computer hardware and software and to provide required network setup and configuration.

Identify also any necessary proprietary hardware that will be supplied directly under this agreement.

If your proposal is based on any assumptions other than those set forth in this RFP, state those assumptions explicitly in your proposal.

5.1.7 Insurance

Proposers should note that the selected Proposer shall comply with the various insurance requirements imposed by the City. Insurance requirements are included in the sample agreement at Appendix II.

Failure to obtain and supply proof of the required coverages in the form required by City of Commerce can result in the delay of contract award and/or commencement of the work.

5.1.8 References

Provide five references using the forms provided at Appendix VI.

5.1.9 Other Supporting Material

Information considered by the Proposer to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be provided to support the proposal. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; supporting material should be relevant and brief.

5.2. Cost Proposal

Proposers are expected to provide a price for all materials and services required to accomplish all project objectives, broken down based on project deliverables.

The cost proposal must include a full description of the resources and labor rates
for the prime and any subcontractors which will be required for completion of the work.

Proposers should also provide an itemized list including unit costs for all material, equipment and software products to be provided.

In addition, the cost proposal should provide pricing in the formats set forth in Appendix VII. Notes should be used as required to explain or qualify any of the prices quoted in the software list or schedules. The cost proposal should be in a separately sealed envelope and clearly marked “Cost Proposal.”

6. CONCLUSION

The City thanks Proposers in advance for their participation in this process.
APPENDIX I - INSTRUCTIONS TO PROPOSERS

This appendix provides detailed instructions for the submission of responses to this RFP. Failure to comply with the conditions set forth in this Appendix will be grounds for rejection of a proposal. The City intends to enter into an agreement with a single legal entity for the purposes of this project.

1. REQUIRED REVIEW

The Proposer shall carefully review this RFP without delay for defects and questionable or objectionable matter. Proposer adherence to this process and timeframe will help prevent the opening of a defective proposal upon which award cannot be made, but which would result in the exposure of Proposer’s prices. The proposal is being made available in both PDF and MS Word versions in order to facilitate Proposers’ use of included forms. When a conflict arises between the two renditions of the document the PDF version will take precedence.

2. PRE-PROPOSAL CONFERENCE

An pre-proposal conference will be held at (see 1.4 for date):
Commerce Water Pollution Control Plant
578 W. E. King Rd.
Commerce, GA 30530
See

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the City’s requirements. During the conference, City’s staff will discuss with prospective Proposers the work to be performed and answer questions arising from the initial review of this RFP.

Proposers should have reviewed the RFP thoroughly prior to the pre-proposal conference and be familiar with its content, as well as the City’s functional and technical requirements. Proposers are encouraged to e-mail any questions to tommyh@commercega.org prior to the pre-proposal conference. This process will facilitate a more productive pre-proposal conference and result in Proposers obtaining answers to their questions more quickly.

It is expected that the pre-proposal conference will require up to an hour and the tour of the facilities. It is recommended that Proposers plan sufficient time to attend the
pre-proposal conference; it will not be repeated. However, Proposers who attend the pre-proposal conference and subsequently require further information in order to respond adequately to the RFP should e-mail additional questions to the address specified in Section 1.5. Responses to questions and other related information will be distributed on our website www.commercega.org under the “Doing Business” tab.

3. QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

The members of the City Council request that no Proposer contact them in relation to this RFP. Any contact with a member of the council or any elected official of the City of Commerce will be grounds for rejection of a response to this RFP.

All other inquiries or questions regarding this RFP should be directed as referenced in Section 1.5. All questions received prior to, during, and after the pre-proposal conference will be published on the City’s web site at www.commercega.org together with the City’s responses to all organizations that have requested this RFP at the City’s website or attended the pre-proposal conference.

4. REVIEW OF PROJECT WORK

Before submitting a proposal, the Proposer shall consider the magnitude and character of the work to be done and the difficulties involved in its proper execution. Proposer shall include in any proposal all costs necessary to cover all contingencies essential to the proper installation of all hardware and software and the services proposed. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing requirement or condition on the part of the Proposer.

5. PROPOSAL FORMAT

Proposals must follow the format detailed in the Section 5 of the RFP. Proposers may regenerate the forms and schedules provided in this RFP for the purposes of their submission. However, Proposers are advised to be careful not to make any mistakes because any material alteration to the format, content or intent of the forms and schedules shall be grounds for disqualification of the proposal. Additionally, if any of the forms or schedules is regenerated, the labeling or heading of such pages must be as contained in this RFP. A MS Word version of this RFP is available for download from the City’s website.
Proposers must submit four (4) technical proposal documents (1 original and 3 copies) and four (4) cost proposal in sealed, clearly labeled envelopes (or boxes), along with a fully executable (signatures included) electronic copy of each document on CD or flash drive in Adobe Acrobat PDF format. Additionally, a completed copy of the requirements matrix found in Appendix IV should be supplied in MS Word format. Failure to meet the deadline will result in proposal disqualification without review.

6. CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm, any individual working under the agreement, or any sub-consultant has a possible conflict of interest (e.g. currently employed by the City on another contract) and, if so, the nature of that conflict. The City reserves the right to reject a proposal if any conflict disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposal to be developed by the Proposer. The City’s determination regarding any questions of conflict of interest shall be final.

7. PROPOSAL VALIDATION PERIOD

The proposal must remain valid for at least one hundred and twenty (120) days from the proposal due date. No Proposer may withdraw its proposal within this period.

Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

8. MAILING ADDRESS AND DEADLINE FOR RECEIPT OF PROPOSALS

Proposals will be received in as set in section 1.4 for date

The delivery/mailing address is:

City of Commerce
P.O. Box 348
27 Sycamore St.
Commerce, GA 30529

9. PROPOSER AMENDMENTS TO PROPOSALS

Amendments or withdrawals of proposals shall only be allowed if received prior to the proposal due date. No amendments or withdrawals shall be accepted after
the proposal due date for any reason unless offered in response to the City’s specific request.

10. **NO CITY OBLIGATION**

Receipt of proposals and responses to this RFP does not obligate the City in any way. The right to accept or reject any or all proposals fully or in part shall be exercised solely by the City. The City Council is not obligated to select the lowest cost proposal or to select one of the Proposers recommended by City’s staff.

11. **THE CITY IS NOT RESPONSIBLE FOR PREPARATION COSTS**

All costs incurred in the preparation, submission and/or presentation of a proposal responding to the RFP, including but not limited to, the Proposer’s travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and interview sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the City.

The City will not pay any costs incurred for proposal or agreement preparation as a result of termination of this RFP or termination of the agreement resulting from this RFP.

12. **PROPOSAL PROCESSING**

All proposals shall be opened in private. Inquiries concerning the status of the proposal evaluation process will be accepted by e-mail only, at:

    tommyh@commercega.org

13. **PARTIAL PROPOSAL**

The City reserves the right to delete certain portions of a successful Proposer’s proposal. If the City exercises this option, such action shall not change the successful Proposer’s obligations for any remaining portion of their proposal.

The City shall not extract any portion of a proposal that, in its reasonable judgment, materially affects the Proposer's ability to perform its obligations under the remainder of the proposal.
14. **RIGHT TO USE IDEAS**

All proposals and other material submitted become the property of the City and may be returned only at the City’s option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

15. **JOINT VENTURES**

Where two or more organizations desire to submit a single proposal in response to this RFP, they should do so on a prime/sub-consultant basis rather than as a joint venture. Joint ventures will not be acceptable for the performance of any agreement that may result from this RFP.

16. **INSURANCE**

The selected Proposer shall comply with the various requirements as described in the sample contract, see Appendix II.

Coverages and documentation requirements must be fully met and approved prior to execution of a contract by the City. Certified copies of the required policies or endorsements must be provided on forms approved by the City.

17. **STANDARD TERMS AND CONDITIONS**

A draft sample of the Services Agreement to be executed with the successful Proposer is attached as Appendix II. Please note that the proposed agreement contains many clauses which are standard in all agreements and are not considered negotiable. Proposers are asked to use their best judgment when proposing contract amendments.

In addition to the Service Agreement, the City will expect to approve a software license agreement as part of the project.
APPENDIX II - AGREEMENT FOR SERVICES

AGREEMENT
BY AND BETWEEN
THE CITY OF COMMERCE
AND
__________________________.

THIS AGREEMENT is entered into this _____day of _____________, 20__, by and between the CITY OF COMMERCE, Commerce, GA and ___NAME_______Inc.

RECITALS

WHEREAS, the CITY desires to contract with a consultant to perform ________ Brief Description of services ________, and WHEREAS, the CITY has determined, and CONSULTANT has represented, that the CONSULTANT is a ______ Type ______ firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONSULTANT. The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

   The CONSULTANT represents that all services required hereunder will be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. SCOPE OF SERVICES. The CONSULTANT will perform services as set forth in the attached Exhibit “A”. To the extent the provisions of Exhibit “A” are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit “A” shall not apply.

   The CONSULTANT shall be responsible for all research and reviews related to the work described in Exhibit “A” and shall not rely on personnel of the CITY for such services, except as authorized in advance in writing by the CITY.

   The CITY may unilaterally, from time to time, reduce the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction in the compensation associated with said change in services.
3. **PROJECT COORDINATION AND SUPERVISION.** Mr.____NAME____, _____TITLE____, is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mr.____NAME____, _____TITLE____ of ____________, Inc. is designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT for the performance of all services rendered pursuant to this Agreement shall be based on the rates contained in Exhibit “B” and shall not exceed __________ and no cents (__________). CONSULTANT shall invoice the CITY on a monthly schedule for work completed at the time the invoice is prepared. The CITY shall have forty-five (45) days from the date of receipt and acceptance of invoices to make payment. To the extent the provisions of Exhibit “B” are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit “B” shall not apply.

5. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due.

6. **LENGTH OF AGREEMENT.** The term of this Agreement is from _DATE_, to _DATE_.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The memoranda, reports, plans, specifications and other documents prepared under the terms of this Agreement by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

   Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this Agreement, except upon the City’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

   The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONSULTANT’s written work product for the City’s purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code sections 980 through 989 relating to intellectual property and artistic works.

   Any modification or reuse by the CITY of documents or specifications
prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the scope of this Project, unless otherwise mutually agreed in writing by the parties.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

8. **INDEPENDENT CONSULTANT.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the CONSULTANT nor the CONSULTANT’s employees are employee of the CITY and are not entitled to any of the rights, benefits, or privileges of the City’s employees, including but not limited to retirement, medical, unemployment, or workers’ compensation insurance.

Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT’s agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent consultants and that the CONSULTANT’s obligations to the CITY are solely such as are prescribed by this Agreement.

9. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT’s employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subconsultants, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subconsultant(s) shall require the subconsultant to adhere to the applicable terms of this Agreement and shall require advance written approval by CITY.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable local ordinances, rules and regulations, whether now in force or subsequently enacted.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services under this Agreement. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is
12. **STANDARD OF CARE.**
   A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT’S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT’s employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
   B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT’s professional performance or the furnishing of materials or services relating thereto.
   C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform through this Agreement, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the City’s later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or any other classification prohibited by state or federal law. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or any other classification protected by state or federal law.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations
conclusions, or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City of Commerce, its City Council, and each member thereof, officers, officials, certified volunteers, employees, representatives, and their successors and assigns, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, experts' fees and defense costs, of any kind or nature, including workers' compensation claims (collectively, "Claims"), of or by anyone whomsoever, resulting from or arising out of CONSULTANT's performance of this Agreement or any negligent or wrongful act or omission by CONSULTANT, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Should the CITY be named in a suit, or should a Claim be brought against it by suit or otherwise, resulting from or arising out of the CONSULTANT's performance of this Agreement, CONSULTANT will defend CITY (with attorneys approved by CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of Georgia, and all similar state or Federal acts or laws applicable.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultants, when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of $1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of $1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto").

C. Commercial general liability insurance, with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement.

D. Workers' compensation insurance in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least $1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement. In the event a claim under the provisions of the Georgia Workers' Compensation Act is filed against CITY by a bona fide
employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

E. The aforesaid policies shall constitute primary and non-contributory insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and workers’ compensation policies, shall name the CITY and its officers, agents and employees as additional insureds, and separate additional insured endorsements shall be provided.

G. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only Georgia admitted companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A VIII according to the current Best’s Key Rating Guide, or a company equal financial stability that is approved by the City’s Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent Georgia List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City’s Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement, or may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of $10,000 must be disclosed to and approved by the CITY.

L. CONSULTANT’s liabilities, including, but not limited to, CONSULTANT’s indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

18. Intentionally omitted.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Georgia, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the “AAA”). The costs of mediation shall be borne equally by the parties.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day’s written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.
B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished memoranda reports, plans, specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT’s breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by certified mail, postage prepaid, return receipt requested; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed by certified mail, return receipt requested, five (5) days (ten (10) days if the address is outside the State of Georgia) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:
Mr. NAME
TITLE
City of Commerce
P.O. Box 348
27 Sycamore St.
Commerce, GA 30529
706-335-3164

To CONSULTANT:
Mr. NAME
TITLE
COMPANY.
ADDRESS
CITY STATE ZIP
(Phone: (AREA CODE) NUMBER)

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.
22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the City’s Conflict of Interest Code. CONSULTANT has received and reviewed a copy of the City’s Conflict of Interest Code.

CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any financial interest, directly or indirectly, which would conflict in any manner with the interests of the CITY or which would in any way hinder CONSULTANT’s performance of services under this Agreement. In the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. The CONSULTANT also agrees not to specify any service, product, treatment, process or material in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code.

The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY. CONSULTANT acknowledges that prior to entering into this Agreement and during the term, CONSULTANT shall have a duty to disclose to the CITY any and all circumstances that may pose an actual or potential conflict of interest under state law or the City’s Conflict of Interest Code. If a potential conflict of interest issue arises, CONSULTANT shall fully cooperate in any inquiry and provide the CITY with all documents or other information reasonably necessary to enable the CITY to determine whether or not a conflict of interest existed or exists.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the City’s Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City’s General Manager in a timely manner on forms which the CONSULTANT shall obtain from the office of the City Manager.

The CONSULTANT shall not conduct or solicit any non-City business while on CITY time or using CITY property.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT. Failure to comply with the provisions of this Section 22 shall constitute a material breach of the Agreement and cause for termination under Section 20.

23. **MISCELLANEOUS PROVISIONS.**

A. **Computation of Time Periods.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this
Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. **Exhibits and Schedules.** The exhibits and schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. **Applicable Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Jackson County.

I. **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party’s counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. **Cumulative Remedies.** Except as set forth to the contrary herein, any right or remedy of the CITY or the CONSULTANT shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.
CITY OF COMMERCE

By: ___________________________
Pete Pyrzenski,  
City Manager

COMPANY

By: ___________________________
NAME
TITLE

APPROVED AS TO FORM:

_____________________________________________________
Attorney
APPENDIX III - Existing Site Configurations

The City of Commerce WPCP water system supplies recycled water services and consists of:

- 1 Return activated sludge pump station (3 pumps w/VFDs)
- 1 Equalization basin pump station (2 pumps)
- 1 Septic receiving pump station (2 pumps)
- 1 Oxidation ditch with 2 30hp and 2 60hp motors (VFDs on all)
- 2 Clarifiers / sludge blanket monitors
- 2 Tertiary filters w/ basin level monitors
- 2 UV disinfection units (12 bulb units, intensity adjustable)
- 2 Recycled water pumps
- 2 Actuators for W.A.S/R.A.S valves (controllable from SCADA)
- 1 Muffin Monster auger type screen
- 1 S&L Grits Collection system

Software

- SCADA Software: Intellution iFix 3.5 graphics build
- Alarm Software: Wonderware SCADAAlarm v 6.0 sp1
- Call in Software: Symantec PC anywhere v. 10.5

There are 3 PLC cabinets throughout our plant with Modicon components. They are programmed with Modicon Concept XL v2.6 software. There are approximately 55 Modicon components in the cabinets. (Power, CPU, Input, Output, Relay, I/O terminal blocks).
APPENDIX IV - SAMPLE LETTER OF TRANSMITTAL

To the Commerce City Council:

Re: RFP for Water SCADA System Upgrade

Having examined the Request for Proposal (RFP), including the addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver, install, configure, support, maintain, and provide training for SCADA software and associated services in full conformity with the subject RFP.

We undertake, if invited by you to do so, to attend a clarification meeting, at our own expense and at a place of your choosing, for the purposes of reviewing our proposal.

The contact person at our organization for this solicitation is:

Name:  
Title:  
Telephone: E-mail:

We agree to abide by this proposal for a period of one hundred and twenty (120) days from the proposal due date and it shall remain binding upon us, provided we are invited to attend a clarification meeting before the expiration of that period.

We confirm to the best of our knowledge that neither our organization nor any person connected with our organization, or sub-consultants to our organization, has any conflict of interest arising from this RFP. We confirm our acceptance of the terms and conditions of the Contract for Consulting Services as set out in Appendix II of the RFP. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this________day of__________, 2013.

________________________________________  (signature)  
________________________________________  (title)

Duly authorized to sign this proposal for and on behalf of: __________________________

_____________  (organization)
APPENDIX V - PROPOSER INFORMATION & REFERENCE FORMS

This appendix provides the forms that are required for inclusion in the technical proposal, as follows:

- Proposer Information Form

- References

The RFP has been made available in both Adobe PDF and MS Word formats in order to facilitate completion of forms.
## Proposer Information Form

Name of Proposer ____________________________

What is the date and State of formation, registration or incorporation of your organization? ____________________________

If outside of Georgia, are you authorized to do business in Georgia? ____________________________

For how many years has the company actively participated in the business of design and installation of remote telemetry and SCADA systems? ____________________________

How many locations does your organization operate? ____________________________

How many staff are employed by your organization? ____________________________

Please provide a breakdown of staff numbers by function:

<table>
<thead>
<tr>
<th>Function</th>
<th>Number of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive, Management &amp; Administrative</td>
<td></td>
</tr>
<tr>
<td>Sales &amp; Marketing</td>
<td></td>
</tr>
<tr>
<td>Software Development</td>
<td></td>
</tr>
<tr>
<td>Construction/Fabrication Shop</td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
</tr>
<tr>
<td>System Support &amp; Helpdesk</td>
<td></td>
</tr>
</tbody>
</table>
Please provide the following details on the location of your technical support offices and staff:

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Locations</th>
<th>Number of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>North East Georgia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Georgia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>US (Outside of Georgia)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What were the total gross sales during the last two financial years for your organization? Year_________ Year_________

$____________________ $____________________

In the case where your organization has multiple divisions, what were the total gross sales during the last financial year for design and installation of telemetry and SCADA systems?

$____________________

Does your organization have a formal quality assurance program in operation?

____________________________________

If your organization does have a formal quality assurance program has the system been certified by an independent body, and what is the name of this body?

____________________________________
SOFTWARE VENDOR INFORMATION

Please provide the following details related to the Vendor of the proposed SCADA Software (i.e. the organization that owns and licenses the intellectual property contained in the SCADA software package). If the Proposer is also the software vendor please state “as above” were appropriate.

Software Vendor Company Name: ________________________________

Software Vendor Country of Incorporation: __________________________

For how many years has the company actively participated in the business of developing and marketing SCADA systems? __________________________

Total number of staff employed by Software Vendor: __________________________

Please provide a breakdown of Software Vendor staff numbers that are dedicated to the proposed software product by function:

<table>
<thead>
<tr>
<th>Function</th>
<th>Number of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive, Management &amp; Administrative</td>
<td></td>
</tr>
<tr>
<td>Sales &amp; Marketing</td>
<td></td>
</tr>
<tr>
<td>Software Development</td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
</tr>
<tr>
<td>Software Support &amp; Helpdesk</td>
<td></td>
</tr>
</tbody>
</table>

What were the Software Vendor’s total gross software sales during the last three financial years?  
Year_________ Year_________ Year_________  
$_________ $_________ $_________
Appendix

References Form

Proposers should provide at least five (5) references for similar installations. Please use one copy of this form per reference.

Customer Name: ____________________________________________

Address: _________________________________________________

Contact Name: ____________________________________________

Contact Title: _____________________________________________

Telephone Number: _________________________________________

E-Mail: ___________________________________________________

Completion Date: ___________________________________________

Approximate $ Value of Software & Services: ______________________

Description of Work:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________
APPENDIX VI - COST PROPOSAL FORMS

This appendix provides the forms that are required for inclusion in the cost proposal, as follows:

• Hardware Cost Schedule
• Software Cost Schedule for a three-year period
• Service Cost Schedule for a one-year period:
• Cost Summary Schedule

The prime contract and all subcontractor (if any) costs should be submitted in the required format.

The RFP has been made available in both Adobe PDF and MS Word formats in order to facilitate completion of forms.
Appendix

Software Cost Schedule

Name of Proposer ____________________________

<table>
<thead>
<tr>
<th>Software</th>
<th>Year 1 ($)</th>
<th>Year 2 ($)</th>
<th>Year 3 ($)</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: SCADA Application Software</td>
<td></td>
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<tr>
<td>Phase 2: Analytical Reporting Components</td>
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<tr>
<td>Phase 3: Tablet Interface</td>
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<tr>
<td>Other Software</td>
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<tr>
<td>Total Costs</td>
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</tbody>
</table>

Proposers should complete only the unshaded boxes providing costs for each category of software as identified in the RFP for the first three years. Costs in out years are assumed to cover the manufacturer’s software maintenance.

Notes should be provided to clarify the costs, providing items comprising the cost and other explanations as necessary. For example, a note might explain license breakpoints if any, whether the software license is for the site, by user or concurrent users, and the warranty period.
## Services Cost Schedule

Name of Proposer __________________________

<table>
<thead>
<tr>
<th>Services</th>
<th>Job Title(s)</th>
<th>Hours</th>
<th>Billing Rate</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Project Management</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Phase 1: System Analysis and Design</td>
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<td>Phase 1: Installation and Configuration</td>
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<td>Phase 1: Customization</td>
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<tr>
<td>Phase 1: Testing</td>
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<tr>
<td>Phase 1: Training and Documentation</td>
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<tr>
<td>Phase 1: Maintenance and Support</td>
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<tr>
<td>Phase 2: Project Management</td>
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<tr>
<td>Phase 2: Analytics</td>
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<tr>
<td>Phase 3: Project Management</td>
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<tr>
<td>Phase 3: Tablet Deployment</td>
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<tr>
<td>Total Services Costs</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Proposers should complete only the unshaded boxes providing requested information for each item.
**Equipment & Material Cost Schedule**

Name of Proposer _______________________

<table>
<thead>
<tr>
<th>Description</th>
<th>Model/Part #</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Total Cost

Proposers should complete only the unshaded boxes providing costs for each item. Notes should be provided to clarify the costs, providing items comprising the cost and other explanations as necessary. For example, a note might explain quantity breakpoints if any, etc.
### COST SUMMARY SCHEDULE

Name of Proposer ____________________________

<table>
<thead>
<tr>
<th></th>
<th>Initial Cost</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Cost</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Hardware/Material Cost</td>
<td></td>
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<tr>
<td>Total Cost</td>
<td></td>
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</tr>
</tbody>
</table>

Proposers should complete only the unshaded boxes by extracting the initial and annual recurring cost totals from the relevant schedules for software and services. In attached notes, proposers should also specify the dates at which the initial costs are incurred and the dates on which the annual recurring costs will start, taking account of the acceptance and implementation dates for each of the work phases proposed.

**Confirmation of Proposal Price**

The total proposal price should be reflected in the total three year costs in this schedule. Proposers are asked to confirm that the cost reflected on this schedule is the total price as proposed.

The total proposal price is: $________________________

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________
NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _________________
COUNTY OF _______________
_________________________________________________________
Owner, Partner or Officer of Firm
_________________________________________________________
Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by
the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a
party to any collusion among bidders in restraint of competition by agreement to bid at a fixed
price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to
any collusion with any officer of the City of Commerce or any of their employees as to quantity,
quality or price in the prospective contract; and that discussions have not taken place between
bidders and any office of the City of Commerce or any of their employees concerning exchange
of money or other things of value for special consideration in submitting a sealed bid for:

___________________________________
Firm Name
___________________________________
Signature
___________________________________
Title

Subscribed and sworn to before me this ______ day of _______________, 20____.

___________________________________
Notary Public
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _______________________________________
Contract No. and Name:  _______________________________________
Contract Date:  _______________________________________

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

_______________________________________  ___________________________
EEV / E-Verify User Identification Number  Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____________________, 20___

Notary Public
My Commission Expires: ___________________

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603