Request for Proposal
for
IT and SCADA Master Plan

March 22, 2013
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1 Statement of Work

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to develop an Information Technology (IT) and Supervisory Control and Data Acquisition (SCADA) Master Plan to Stockton East Water District (SEWD). This RFP provides vendors with the relevant operational, performance, application, and architectural characteristics of the system.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall include all hardware, software, network, database, and functional elements of the IT and SCADA infrastructure at SEWD. SEWD reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2 General Information

2.1 Original RFP Document

SEWD shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor’s submission, is grounds for immediate disqualification.

2.2 The Organization

Stockton East Water District is an agricultural and urban wholesale water supplier in the eastern portion of San Joaquin County. The district covers a total of 143,000 acres; (103,000 acres agricultural and 40,000 acres urban), serving a population of 300,000. SEWD provides water to the Stockton urban area and to agricultural lands east of Stockton. Total water demand in SEWD is approximately 225,000 AF/yr, with about 68% of the water used for agriculture, and about 32% for urban use.

SEWD operates and maintains approximately 125 miles of water conveyance facilities, including a tunnel, canals, stream channels, and buried pipelines, and a water treatment plant (WTP) with a treated water capacity of 60 MGD. The WTP includes two pump stations, flocculation, sedimentation, and filtration basins. The District employs approximately 35 Full Time Equivalent (FTE) employees.

2.3 Existing Technology Environment

The following is a listing of the District’s current technology environment:

<table>
<thead>
<tr>
<th>Hardware Type</th>
<th>Device Description</th>
<th>OS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Servers:</td>
<td>2 HP ProLiant DL 380GS (redundant)</td>
<td>Server 2008</td>
</tr>
<tr>
<td></td>
<td>1 HP ProLiant ML 350</td>
<td>Server 2003, SP2</td>
</tr>
<tr>
<td>Storage:</td>
<td>2 HP ProLiant ML 350</td>
<td>Server 2008</td>
</tr>
<tr>
<td>Workstations:</td>
<td>2 HP Z220</td>
<td>W7</td>
</tr>
<tr>
<td>Laptops:</td>
<td>3 HP Presario</td>
<td>XP</td>
</tr>
<tr>
<td></td>
<td>2 HP/Compaq 6730, 6820</td>
<td>XP</td>
</tr>
<tr>
<td></td>
<td>5 Laptops</td>
<td></td>
</tr>
</tbody>
</table>
**Stockton East Water District**  
**IT and SCADA Master Plan RFP**

<table>
<thead>
<tr>
<th>Hardware Type:</th>
<th>Device Description</th>
<th>OS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktops:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 HP/Compaq 6000 Pro</td>
<td>XP (2), W7 (4)</td>
<td></td>
</tr>
<tr>
<td>2 HP 9300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 HP 8200 Elite</td>
<td></td>
<td>W7</td>
</tr>
<tr>
<td>1 HP 8100 Elite</td>
<td></td>
<td>W7</td>
</tr>
<tr>
<td>2 HP dc5000</td>
<td></td>
<td>XP</td>
</tr>
<tr>
<td>1 HP 4400</td>
<td></td>
<td>XP</td>
</tr>
<tr>
<td>1 Dell Precision 450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Dell Optiplex GX270</td>
<td></td>
<td>XP</td>
</tr>
<tr>
<td>1 HP/Compaq 6200 Pro</td>
<td></td>
<td>XP</td>
</tr>
<tr>
<td>6 HP 5800, 5850, 7500</td>
<td></td>
<td>XP</td>
</tr>
<tr>
<td>4 ECS, AWARD, INTEL, NVIDIA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29 Desktops</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAN:</td>
<td>5 Procurve Switch/Routers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 WatchGuard XTM330 Firewall</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Barracuda Spam Filter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ethernet over fiber optic and copper cabling</td>
<td></td>
</tr>
<tr>
<td>Printers:</td>
<td>1 Xerox 4112 Print Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Color Printers (HP LaserJet, HP OfficeJet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7 Black Printers (HP DesignJet, HP LaserJet)</td>
<td></td>
</tr>
<tr>
<td>Software:</td>
<td>Application Name</td>
<td></td>
</tr>
<tr>
<td>Applications:</td>
<td>MS Office 2007, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MS Exchange Server 2007</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blackbaud – Financial Edge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintenance Connection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Alchemy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MS SharePoint 2007</td>
<td></td>
</tr>
<tr>
<td>SCADA:</td>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>Network Media:</td>
<td>900 MHz (licensed frequency)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>450 MHz (licensed sites)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>900 MHz (unlicensed SS)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fiber optic and copper cabling</td>
<td></td>
</tr>
<tr>
<td>PLCs:</td>
<td>7 Allen-Bradley PLC-5, SLC,</td>
<td></td>
</tr>
<tr>
<td>HMI:</td>
<td>3 RSView Workstations</td>
<td></td>
</tr>
<tr>
<td>Telecommunications: Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone System:</td>
<td>1 Mitel SX-200 ICP Controller (8 users)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>33 5224 Digital/IP Desk sets with Display and Speaker Phone</td>
<td></td>
</tr>
</tbody>
</table>

### 2.4 Schedule of Events

The following is a tentative schedule that applies to this RFP, but may change in accordance with the organization’s needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited vendors.

- **Issuance of RFP**: March 22, 2013
- **Technical Questions/Inquiries Due**: March 29, 5:00 PM, PDT
- **RFP Closes**: April 12, 2:00 PM, PDT
- **Complete Initial Evaluation**: April 26, 2013
- **Final Award Notification**: May 3, 2013
3 Proposal Preparation Instructions

3.1 Vendor’s Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to SEWD as necessary to gain such understanding. SEWD reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, SEWD reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to SEWD.

3.2 Good Faith Statement

All information provided by SEWD in this RFP is offered in good faith. Individual items are subject to change at any time. SEWD makes no certification that any item is without error. SEWD is not responsible or liable for any use of the information or for any claims asserted therefrom.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

3.3.1 Vendors’ Inquiries. Applicable terms and conditions herein shall govern communications and inquiries between SEWD and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Stockton East Water District
P. O. Box 5157
Stockton, CA 95205
Attention: Michael D. Johnson, P.E.
Telephone: (209) 948-0333
Fax: (209) 948-0423
E-mail: mjohnson@sewd.net

3.3.2 Informal Communications shall include, but are not limited to: requests from/to vendors or vendors’ representatives in any kind of capacity, to/from any SEWD employee or representative of any kind or capacity with the exception of Michael Johnson for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the named above at any time.

3.3.3 Formal Communications shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to March 29, 5:00 PM, PDT.
- Errors and omissions in this RFP and enhancements. Vendors shall recommend to SEWD any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to
SEWD any enhancements, which might be in SEWD best interests. These must be submitted in writing and be received prior to **March 29, 5:00 PM, PDT**.

- Inquiries about technical interpretations must be submitted in writing and be received prior to **March 29 5:00 PM, PDT**. Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.

- Verbal and/or written presentations and pre-award negations under this RFP.

- Addenda to this RFP.

3.3.4 **Addenda**: SEWD will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda by **April 5, 2013**. All questions, answers, and addenda will be shared with all recipients.

SEWD will not respond to any questions or requests for clarification that require addenda, if received by SEWD after **March 29, 5:00 PM, PST**.

All addenda will be posted to our Web site only: [http://www.sewd.net/](http://www.sewd.net/)

3.4 **Proposal Submission**

Proposals must be sealed and delivered to:

Stockton East Water District  
Michael D. Johnson, P.E.  
6767 East Main Street  
Stockton, CA  95215

on or prior to **April 12, 2013, 2:00 PM, PDT**. SEWD shall not accept proposals received by fax.

Vendors are to submit one (1) original copy of proposal marked “Original” and three (3) marked “Copy.” Each original and copy must be individually bound. Please provide one electronic copy on a CD. SEWD will not accept proposals delivered via e-mail. Proposals will be limited to ten (10) standard pages. Using font sizes less than Arial 10.5 will be grounds for disqualification.

3.5 **Criteria for Selection**

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify vendors that have the interest, capability, and experience to develop a comprehensive IT and SCADA Master Plan as described in the Scope of Work.

**Evaluation Criteria:**

1. Capability of vendor to meet or exceed requirements set forth in the Scope of Work

2. Experience of vendor in developing IT/SCADA master plans, including integration of financial, work management and SCADA systems for small to medium businesses
3. Experience of vendor in the technology application requirements inherent in the water/wastewater industry

4. Ability of vendor to communicate its understanding of current and future trends in the industry and how those trends apply to this Scope of Work

5. Ability of vendor to communicate its understanding of this Scope of Work and its approach to meeting all objectives of this project

6. References with agencies of similar size and purpose as SEWD

3.6 Selection and Notification

Vendors determined by SEWD who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via mail. Requests for detailed resumes and references of individuals will be made only to vendors selected for the negotiation phase. Those vendors not selected for the negotiation phase will be notified via email at the conclusion of the negotiation phase.

4 Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:
   - Full legal name of the company
   - Year business was established
   - Number of people currently employed
   - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant. (Income statements and balance sheets will be considered exceptions to the 10 page limit of the proposal.)

2. An outline of the services and/or product line-up currently supported by the vendor.

3. A description of the vendor’s geographic reach and market penetration.

4. An outline of the vendor’s partnerships and relationships to date.

5. An outline of the vendor’s current and future strategies in the marketplace.

6. Information on the vendor’s current clients, including:
   - Total number of current clients.
   - A list of clients with similar needs using similar products and/or services.
   - Evidence (descriptive results of successful completion of a project of a similar size and complexity.)

7. References: Contact information for five references from projects similar in size, application, and scope and a brief description of their implementation.

8. An organization chart of the project team for this proposal, with brief biographies of the individuals identified.
5 Scope of Work

The objective of this Scope of Work is to provide a framework and action plan to achieve a flexible, reliable, and comprehensive IT environment. The future technology environment should be self-sustainable and transparent to most users at the District. The action plan will include specific recommended actions with budgetary cost estimates and schedule for the next 5 years. The Scope of Work anticipates four steps to develop the master plan; Assess Current Environment, Identify Goals and Metrics, Recommend Actions, and Deliver Final IT and SCADA Master Plan.

All deliverables will include four (4) hard bound copies and one electronic copy in MSWord, MSExcel, Visio, and MSProject as appropriate for each element of each deliverable. All electronic copies must be enabled for editing by the District.

5.1 Assess Current Environment

The assessment of the current environment will identify and describe six IT components;

- Hardware (Servers, SAN, PCs, PLCs, printers, etc.)
- Software (Financial Edge, Maintenance Connection, Rockwell, MS Office, Alchemy, etc.)
- Networks (routers/switches, SAN-layer, cables/radios, protocols, providers, Internet access)
- Databases (financial, work, process control (SCADA), inventory, location (GIS), spreadsheets, etc.)
- Functions (financial management, work management, process control (SCADA), document management, production, telecommunications, security, reporting, website, backups, etc.)
- Organization (IT and SCADA support assignments, internal/external labor resources)

The assessment report will include graphical presentations of each component in sufficient detail to analyze performance improvement opportunities. The report will document details of each component, including:

- Hardware (brand name, model, CPU type, speed, memory, age of equipment, etc.)
- Software (application vendor, product name, version, number of users, etc.)
- Network (network diagram showing media, number of channels/pairs, and protocols, list of network equipment with brand name, model, age, etc.)
- Databases (conceptual data model showing key indices, applications, interfaces and attributes)
- Functions (brief description of the function and necessary components)
- Organization (skills and labor required to support IT and SCADA environments)

The assessment report will present a detailed, graphical description of the current IT environment at SEWD that will enable effective analysis of IT development and sustainability.

Deliverable: IT and SCADA Assessment Report
5.2 Identify Goals and Metrics

This task will develop IT and SCADA performance goals and metrics designed to support the District's mission. Examples of performance goals include value (maximum effectiveness of investment and maintenance costs), reliability, flexibility, and functionality. This task will identify metrics to establish a baseline of current IT and SCADA performance, and set goals that show improvement. This task will also identify prioritization criteria to guide future technology analysis and selections. The goals and metrics will be documented in an IT and SCADA vision technical memorandum.

*Deliverable:* IT and SCADA Vision Technical Memorandum

5.3 Recommend Actions

The action plan will cover a 5 year implementation period. Implementation will include specific actions based on the goals and priorities defined in the previous task. Recommended actions may include policy/standards development, specific product purchases, service agreements, system designs, and resource/skill development.

The description of each action item will include:

- a statement of the action item’s purpose,
- task descriptions to accomplish the action item
- dependencies on other action items,
- success criteria (based on the goals and metrics established in Task 4.2),
- necessary resources (labor and materials),
- budgetary cost estimate (itemized by labor classification and materials)
- duration (in months).

A draft action plan will be provided for review by the District.

*Deliverable:* Draft IT and SCADA Action Plan

5.4 Deliver Final IT and SCADA Master Plan

Following review and incorporation of the District's comments in all previous tasks, the vendor will consolidate all deliverables produced, and develop an executive summary of the action plan. The executive summary will include a summary description, a cash flow analysis, and a Gantt chart showing all action items for the 5 year implementation program. This consolidation of previous documents and executive summary will be provided as the Final IT and SCADA Master Plan.

*Deliverable:* Final IT and SCADA Master Plan
6 Budget & Schedule

All vendors must fill out the following cost breakdown for their proposal for SEWD’s project as described in this RFP. The vendor must agree to keep these prices valid for 90 days as of April 12, 2013.

6.1 Estimated Costs

All vendors must provide an estimated cost summary that includes all items shown below, including the names, hours, and rates of individuals assigned to the project under each task:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Subtotal</th>
<th>Expenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess Current Environment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource #1 Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource #2 Name</td>
<td></td>
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</tr>
<tr>
<td>Identify Goals and Metrics</td>
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<td></td>
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<tr>
<td>Resource #1 Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Resource #2 Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Recommend Actions</td>
<td></td>
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<tr>
<td>Resource #1 Name</td>
<td></td>
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<tr>
<td>Resource #2 Name</td>
<td></td>
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<tr>
<td>Deliver Final Master Plan</td>
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<tr>
<td>Resource #1 Name</td>
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</tr>
<tr>
<td>Resource #2 Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total:

6.2 Schedule

All vendors must provide a project schedule, including a Gantt chart, for all tasks.

7 Additional Terms & Conditions

7.1 Personal Information

7.1.1 General

Depending on the circumstances, SEWD may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent should not submit as part of its Response any information related to the qualifications, experience of persons who are proposed or availability to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the Respondent.
7.1.2 Requested Personal Information

Any personal information that is requested from each Respondent by SEWD shall only be used to consider the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each Respondent to obtain the consent of such individuals prior to providing the information to SEWD. SEWD will consider that the appropriate consents have been obtained for the disclosure to and use by SEWD of the requested information for the purposes described.

7.2 Non-Disclosure Agreement

SEWD reserves the right to require any Respondent to enter into a non-disclosure agreement.

7.3 Costs

The RFP does not obligate SEWD to pay for any costs, of any kind whatsoever, which may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of SEWD, subject to claims of confidentiality in respect of the Response and supporting documentation.

7.4 Intellectual Property

The Respondent shall not use any intellectual property of SEWD including, but not limited to, all logos, registered trademarks, or trade names of SEWD, at any time without the prior written approval of SEWD, as appropriate.

7.5 Respondent's Responses

All accepted Responses shall become the property of SEWD and will not be returned.

7.6 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the State of California.

7.7 No Liability

SEWD shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

7.8 Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.
Schedule A – Vendor Certification

This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to RFP for an IT Master Plan issued by SEWD. The undersigned is a duly authorized officer, hereby certifies that:

________________________________________

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 90 calendar days as of April 12, 2013.

The undersigned further certify that their firm (check one):

☐ IS
☐ IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify SEWD of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Persons authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: ________________________________ Title: ________________________________
Signature: ________________________________ Date: ________________________________
Name: ________________________________ Title: ________________________________
Signature: ________________________________ Date: ________________________________

Signature of Authorized Officer:

Name: ________________________________ Title: ________________________________
Signature: ________________________________ Date: ________________________________
NOTICE OF INTENTION
REQUEST FOR PROPOSAL

FROM:

[VENDOR ORGANIZATION NAME]
[AUTHORIZED REPRESENTATIVE]
[TELEPHONE NO.]
[FAX NO.]
[E-MAIL]

Please state your intention with regard to the Request for Proposal by selecting one of the following:

[ ] Intends to respond to SEWD Request for Proposal

[ ] Does not intend to respond to SEWD Request for Proposal

TO:

Stockton East Water District
Michael D. Johnson, P. E.
Assistant General Manager
P. O. Box 5157
Stockton, CA 95205

(209) 948-0333
(209) 948-0423
PROFESSIONAL SERVICES AGREEMENT

STOCKTON EAST WATER DISTRICT

P O BOX 5157, STOCKTON CA  95205

6767 EAST MAIN STREET, STOCKTON CA  95215

TELEPHONE: (209) 948-0333 FAX (209) 948-0423

Standard terms of this Agreement are printed on pages 2-5. For your protection, make sure you read and understand all provisions before signing. The terms on pages 2-5 and the Scope of Work – Exhibit “A” are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Consultant DATE: April __, 2013

________________, Project Manager

Address Line 1
City, State, Zip Code

(____) _____-____ – Phone
(____) _____-____ – Fax

The undersigned Consultant offers to furnish the following:

Professional Services to develop the IT Master Plan as described in Exhibit A – Scope of Work.

Contract Price: $________

Instructions: Sign Agreement, provide Certificates of Insurance and return original. Upon acceptance by the Stockton East Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Consultant:

Stockton East Water District

________________________________________

________________________________________

Kevin M. Kauffman Authorized Representative
General Manager

Title:________________

Other authorized representatives:
Michael D. Johnson, Assistant General Manager
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STANDARD AGREEMENT TERMS

Workers' Compensation Insurance - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend Stockton East Water District (SEWD), its directors, officers, employees, and authorized volunteers and each of them from and against:

a. When the law establishes a professional standard of care for Consultant’s services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant’s negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant’s performance or non-performance of the work hereunder, and shall not tender such claims to SEWD nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant’s employees for damages to persons or property except for the sole negligence or willful misconduct of, with respect to construction, the active negligence of SEWD, its directors, officers, employees, or authorized volunteers.

c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

d. Any and all losses, expenses, damages (including damages to the work itself), attorneys’ fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant’s obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys’ fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SEWD or any of its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against SEWD or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse SEWD or its directors, officers, employees, and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SEWD or its directors, officers, employees, or authorized volunteers.
GENERAL CONDITIONS

Laws, Regulations and Permits - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.

Safety - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for Professional Liability appropriate to the Consultant’s profession covering Consultant’s wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Consultant shall maintain limits no less than the following:

1. Professional Liability - One million dollars ($1,000,000) per claim and annual aggregate.

2. General Liability - One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to
SAMPLE

SEWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SEWD, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SEWD, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects SEWD, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by SEWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to SEWD, its directors, officers, employees, or authorized volunteers.

4. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to SEWD.

All of the insurance shall be provided on policy forms and through companies satisfactory to SEWD.

Workers' Compensation and Employer's Liability Insurance - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.
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Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by SEWD. At the option of SEWD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:-:VII or equivalent or as otherwise approved by SEWD.

Evidences of Insurance - Prior to execution of the agreement, the Consultant shall file with SEWD a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-4.

The Consultant shall, upon demand of SEWD, deliver to SEWD such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to SEWD at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
SAMPLE

EXHIBIT A – SCOPE OF WORK

To be provided by Consultant.