

# Regional Water Resource Agency

## Request for Proposal

Bid Name	SCADA Software Replacement
Bid Number	2023-18
Bid Opening Date and Time	Tuesday, September 27, 2022 at 2pm local prevailing time
Bid Type	Public Opening - Open and Read Aloud

**TO ALL PROSPECTIVE BIDDERS:**

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

**BIDDER'S INFORMATION:**

Company's Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Bidder's Exceptions, Conflicts and Clarifications**

The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: \_\_\_\_\_

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the "RWRA Specifications" page(s).

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_

**Bidder's Exceptions, Conflicts and Clarifications**

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.


Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395

KRS 45A.343:

The undersigned, as a duly authorized officer of \_\_\_\_\_ pursuant to KRS 45A.343 states:

1. To the best of my knowledge, information and belief, \_\_\_\_\_ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 that apply to it within the five year period preceding this statement.
2. \_\_\_\_\_ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the contract to be entered into with Regional Water Resource Agency.
3. \_\_\_\_\_ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
  - a. Cancel its contract with \_\_\_\_\_, and
  - b. Disqualify \_\_\_\_\_ from eligibility for future contracts awarded by Regional Water Resource Agency for a period of two years.

KRS 45A.395:

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder. The undersigned, individually and as the \_\_\_\_\_ (title) of \_\_\_\_\_ (bidder or offeror) states under penalty perjury that neither he (she), not, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that his conduct is of that nature or that circumstance exists.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Typed or printed name)

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
  - a. He, or any other member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

INDEMNITY AGREEMENT

\_\_\_\_\_ (the "Contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA"); RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts or omissions of the Contractor or anyone employed directly or indirectly by the Contractor or by anyone for whose acts any of them may be liable.

The parties signed this agreement on \_\_\_\_\_

**Contractor**

**RWRA**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

**SUBMITTAL CHECKLIST**

The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents 'ORIGINAL' or "COPY". The original bid documents and the copies shall be submitted in one sealed envelope.

	INVITATION FOR PROPOSAL PAGE WITH BIDDER'S SIGNATURES AND CONTACT INFORMATION (Pg. 1)
	ADDENDA ACKNOWLEDGEMENT (Pg. 2)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (Pgs. 2-3)
	VENDOR'S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (Pg. 4)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (Pg. 5)
	INDEMNITY AGREEMENT (Pg. 6)
	BIDDER'S W-9 FORM
	QUOTATION SHEET (Pg. 14)
	PRODUCT BROCHURE AND INFORMATION/FEATURE DOCUMENTATION
	CURRENT CLIENT INSTALLATION LIST AND REFERENCES

## Instructions to Bidders

### SCOPE

The Regional Water Resource Agency (RWRA) is seeking a reputable vendor to supply new Supervisory Control and Data Acquisition (SCADA) software and provide startup assistance and user training and annual technical support.

### Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing and Administration Manager, no later than 2:00 pm local prevailing time on Tuesday, September 27, 2022 at this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.**

Requests for additional information or clarifications must be made in writing and received by the Purchasing and Administration Manager. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number and email.

RWRA will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP, or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Any request for additional information or clarification must be received in writing no later than 2:00 p.m. (CST), September 22, 2022. Please note that all questions shall be addressed in a subsequent addendum only AFTER the deadline for requests for additional information/clarification.

### QUESTIONS:

For all questions (RFI) regarding these bid documents contact

Tonya Smith  
Purchasing and Administration Manager  
270-687-8440  
[bids@rwra.org](mailto:bids@rwra.org) or [Tonya.Smith@rwra.org](mailto:Tonya.Smith@rwra.org)

Proposer agrees that it is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to the Proposer submitting its Bid or the right to clarify same shall be waived.

### SUBMIT SEALED BID TO:

TONYA SMITH  
Regional Water Resource Agency  
1722 Pleasant Valley  
Owensboro, KY 42303

**ALL BIDS MUST BE RECEIVED BY 2pm (CST) on Tuesday, September 27, 2022, if received after this time the bid will be returned to Bidder unopened.**



## General Compliance

Please read these instructions carefully.

### Bid Submission

All pages of the bid shall be signed in ink on the designated signature lines. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission. Prices quotes shall remain firm and open to acceptance by the RWRA for a minimum period of sixty (60) days after bid opening.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing and Administration Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

### Bid Copies

When submitting bids, you must include the original signed bid, along with two (2) copies of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

### Taxes

All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

### Bidder's Qualifications

Bidders must demonstrate to the satisfaction of RWRA that he has adequate equipment, personnel, experience and understanding of the specifications to be performed under the contract.

If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Bidder/Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When RWRA does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidder/Proposer shall submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for RWRA to evaluate and determine the equality of the item(s)

bid/proposed. RWRA shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by RWRA. Such samples are to be furnished after Formal Solicitation opening/closing only upon request of RWRA. If samples should be requested, such samples must be received by RWRA no later than seven (7) calendar days after a formal request is made.

No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

## Method of Procurement

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

## Bid Award

This bid will be evaluated based on the evaluation criteria established in the bid specifications.

- Price
- Features, Specifications
- Interoperability with existing systems and equipment
- Serviceability – maintenance agreement terms and conditions
- Ease of use and RWRA staff familiarity

RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications which RWRA determines is the most advantageous based upon the criteria established herein.

## Shipping Charges

All items quoted shall be 'F.O.B. Destination'. No additional freight charges will be allowed. Bidder shall be responsible for loading/unloading.

## Delivery Schedule

Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified. Physical copies of the packaged software shall be delivered to RWRA at 1201 Ewing Rd., Owensboro, KY 42301. (2) copies each of Operator's, Parts and Maintenance manuals shall be provided to RWRA at the time of delivery.

Time will be of the essence for any orders placed as a result of this Solicitation. RWRA reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within 30 days of Purchase of products or supplies. Deliveries are to be made during regular RWRA business hours (M-F, 7am – 3:30pm CST) unless otherwise specified in the Special Conditions.

## Indemnity Agreement

All contractors shall be required to sign an Indemnity Agreement included in the bid package to be considered for this project.

## Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. These statements are required under the listed statutes and must be completed and submitted with the bid.

## Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

## Compliance with Equal Opportunity Statutes

The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract.

## Manuals

This equipment shall be provided with an Owner's manual and a CD/physical media consisting of Service and Parts. These manuals shall be current with the version of the product delivered and shall accompany the delivery of the equipment.

## Standard Equipment

Product shall contain all standard products and features listed as such in the manufacturers' latest literature unless otherwise stated within these specifications

## BASE BID SPECIFICATIONS

Detailed specifications are listed below. All bidders are expected to meet or exceed all specifications. Any bidder submitting a bid which does not meet or exceed the stated specifications, is required to identify the specification which is not met, with an explanation for the exception on the “Bidders Exceptions, Conflicts and Clarifications”. RWRA reserves the right to consider any listed exception to determine if the exception is of a minor nature, and may be accepted, or if the exception is of such a serious nature that the bid will not be accepted.

These specifications describe the **minimum** configuration requirements for SCADA Software and Vendor startup and training services. The intent of this bid is to replace RWRA’s existing SCADA system with a new and updated version of software with equivalent or better features that is interoperable with existing equipment, systems and connections. This bid includes virtual/remote staff training at the time of startup/installation.

Vendor shall be responsible to provide software media for installation, appropriate licensing agreements, annual technical support and startup training to accomplish the intent of the bid.

Vendor shall provide SCADA software suite and services compliant (minimum) with the following conditions and requirements:

- SCADA Software Support for Allen Bradley CIP driver is required
- SCADA Software Support OPC UA driver is required
- Online Allen Bradley PLC tag polling while programming (ability to pick tags in the PLC from software) is required
- Number of client and tag licenses required: Unlimited
- SCADA Software Support for User Defined Tags is required
- SCADA Software support for redundant server configuration is required
- SCADA Software Cross-platform compatibility is required
  - SCADA application shall have the ability to run on Windows Operating Systems, Android or Apple OS smartphones, Android or Apple OS tablets, and remote field devices
- SCADA Software Support for creation of scripts using a common programming language. (C, C+, Python, etc.) is required
- SCADA Historian module is required
- SCADA Reporting module is required
- SCADA Software Support for the ability to migrate/import a historical SQL database that is currently AVEVA historian into new Historian is highly preferred
- SCADA Software Support for provision of user permissions to on-screen components at tag level is required
- Industry standard graphics engine for interface design is required
- SCADA Software support for 1920 X 1080 resolution graphics is required
- SCADA Software Support for windows authentication is required
- SCADA Software Support for SSL Security Encryption, multi-factor authentication and single sign-on is required
- SCADA Software technical support shall be available M-F 8am – 5pm
- SCADA Software shall be upgradable/expandable with future updates
- Vendor design, programming and configuration training for (40) hours - Virtual
- Vendor end-user training: (8) hours - Virtual

## Manufacturer's/Suppliers Specifications and Warranty

- All bidders shall provide with the bid proposal, a copy of the product specification brochure and details on current installations, clients and industry acceptance
- This warranty shall become effective on the date the unit has successfully completed manufacturer startup procedures as provided by the Bidder.

## Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Victor Cernius, Director of Operations, Telephone (270) 687-8450, or by email at [Victor.Cernius@rwra.org](mailto:Victor.Cernius@rwra.org) or [bids@rwra.org](mailto:bids@rwra.org). All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on [www.rwra.org](http://www.rwra.org) website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

### 2023-18 Quotation Sheet

Please quote on the items listed below. RWRA reserves the right to reject all or any part of offer. All bidders are responsible for reading and complying with the attached specifications.

Bid Item #	Bid Item Description	Unit Price	Unit	Total Item Cost (\$)
<b>BASE BID:</b> Name of SCADA Software Quoted Below: [ ]				
1	SCADA SOFTWARE PACKAGE Including Installation Media	\$	LS	\$
2	Upgrade to Unlimited Client and Tag License	\$	LS	\$
3	1st Year Technical Support Fee	\$	LS	\$
4	Vendor provided End-User Training (8 Hrs.) Virtual or Remote	\$	LS	\$
5	Vendor provided Programming, Maintenance and Configuration Training (40 Hrs.) Virtual or Remote	\$	LS	\$
				\$
<b>OPTIONAL ADD/ALTERNATES:</b>				
A	Vendor provided ON-SITE Programming, Maintenance and Configuration Training (Cost/Hr. Including Travel to 1201 Ewing Rd. Owensboro, KY 42301)	\$	Hr	\$
B	Annual Technical Support Fee (After 1st Year)	\$	Yr	\$
				\$