



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-10

#2013-315 - Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: September 24, 2013

Subject: Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

Item #'s: G-10

Presenter(s): John Collins PE, Public Works Director

Background

On March 14, 2013 notice was published in the Grand Island Independent requesting Statement of Qualifications for the Supervisory Control and Data Acquisition (SCADA) Programming for the Wastewater Division of the Public Works Department. Additionally, six (6) contracting firms and four (4) plan rooms (central location for firms to obtain documents) were notified with an advertisement for qualifications submission.

The Wastewater Division of Public Works is implementing new plant control philosophies in ongoing operations optimization. One element in the operations development is the Supervisory Control and Data Acquisition (SCADA) system integral to plant functions. The SCADA system is interactive to nearly every device within the facility. The Wastewater Plant Operations Engineer is observing the need to develop the programming uniquely to facility functions and emergency repairs that may arise from time to time.

Discussion

On March 29, 2013 the Statement of Qualifications were received from three (3) firms; Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska, Huffman Engineering, Inc. of Lincoln, Nebraska; and Dakota Hogback Automation of Littleton, Colorado.

These automation, process control, and system integration services maintenance support, at the option of the City, may be renewed annually for a period of five (5) years from the award date.

Upon evaluation of the qualifications submitted we are recommending Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska. The SCADA system is a complex network of integrated systems with elements of computer programming, base stations, ethernet, and fiber

optic networks, complex databases, and human-machine interface screens. City staff routinely maintains the physical aspects of the system, and relies on outsourced expertise for software and programming interfaces.

The Wastewater Plant Operations Engineer will evaluate current automation standards, reviewing all aspects of the Division's current standards for potential improvements, but with a particular focus on the areas of organization, procedure, value rational, reporting, software, modeling, data acquisition, inventory, process, reliability, preventive, predictive, and labor efficiencies. The Wastewater Plant Operations Engineer will provide recommendations for implementable measures for the Wastewater Division to improve and/or streamline automation.

Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska will work directly with the Wastewater Plant Operations Engineer on configuration and programming implementation of recommended initiatives and respond under emergency circumstances; assist in technical questions, provide repair and troubleshooting support. Configuration services shall be calculated based on time, material, and travel for the specific task(s) defined, and approved by the Public Works Director or Manager of Engineering Services.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve a resolution
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the award to Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska as the selected firm during the operations development of the plant improvement projects.

Sample Motion

Move to approve the resolution.

SCADA AGREEMENT

THIS AGREEMENT made and entered into this ____ day of **September, 2013**, by and between **Interstate Industrial Instrumentation Inc.** hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Statement of Qualification for Consulting Services for SCADA (Supervisory Control and Data Acquisition) and Telemetry for the City of Grand Island Wastewater Treatment Plant and Sanitary Sewer Collection System**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultants submitted the best proposal based on the evaluation criteria listed in the Request For Statement Of Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **Periodic Service Agreement** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement:

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself/herself, or themselves, and its, his/hers, or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, transportation, and other materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached **Periodic Service Agreement for SCADA services** and in the attached **Request for Statements of Qualifications** as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal:

ARTICLE II. That the City shall pay to the Consultant for the performance of the work **an amount not to exceed \$50,000.00 per year based on the rate sheets in the Periodic Service Agreement** for all services, materials and work covered by and included in the agreement award and designated in the foregoing Article I: payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. All warranties will reference the City of Grand Island. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the

finished product of attached **Periodic Service Agreement for the City of Grand Island.**

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City 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, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

(Continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Interstate Industrial Instrumentation Inc.

By 

Title President

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Stacy R. Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.



Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

10424 "J" STREET
P.O. BOX 27310
OMAHA, NEBRASKA 68127
PHONE: (402) 331-3535
FAX: (402) 339-2445

821 8TH STREET
SUITE #D
BETTENDORF, IOWA 52722
PHONE: (563) 355-5959
FAX: (563) 355-0808

974 - 73RD STREET,
SUITE #1
DES MOINES, IOWA 50312
PHONE: (515) 225-8383
FAX: (515) 225-1511

PERIODIC SERVICE AGREEMENT

DATE: July 28, 2013

Between: INTERSTATE INDUSTRIAL and CITY OF GRAND ISLAND
INSTRUMENTATION, INC. WASTEWATER TREATMENT
P.O. BOX 27310 P.O. Box 1968
OMAHA, NE 68127 Grand Island, NE 68802-1968

Periodic service including regular planned preventive maintenance and inspection of specified instrumentation and equipment is to be rendered by an Interstate Service Representative on the following terms.

1. The period of performance for this Agreement shall commence _____ and be renewed annually at the owner's discretion for a period up to 5 years. Owner will notify consultant if they don't intend to renew the Agreement in a timely manner.
2. The total, maximum, not-to-exceed amount of money authorized for payment to Interstate Industrial Inst. Inc. for services provided pursuant to this Agreement is \$50,000.00 per year. Total billings for authorized work performed by III Inc., shall not exceed this maximum contract sum. The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the Owner and III Inc.
3. It is expressly understood that the Owner is under no obligation to request any services from III, Inc. and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the Owner on an as-needed basis.
4. Prices are fixed for the first year of the Agreement. Thereafter, in the event of cost increases, Interstate Industrial Instrumentation, Inc. may request a price increase. Requests for price increases must only compensate for actual cost increases, and not increase profit margin. The request must be made at least ninety (90) days prior to the increase going into effect, and the increase must be approved by the Owner before the increase can go into effect. The price shall not be increased more than 3% per year.
5. This agreement may be terminated by either party upon thirty days written notice.

6. Periodic service will be rendered as requested by the designated contact(s) from the City of Grand Island WWTP. We shall begin the provision of the Services on the designated service request within the Response Time specified in Exhibit "C".

7. Services rendered will consist of: Work Outlined on Exhibit "A".

NOTE: If necessary, addendum sheet may be added to this agreement.

8. Material Warranty--All replacement parts, furnished by Interstate, are warranted to be of good material and workmanship for a period of one year except electron tubes, photocells, thermocouples, lamps and similar limited life items.

Workmanship Warranty--Interstate warrants that the service will be performed by qualified technicians and that between calls good performance can normally be expected of the instruments and equipment serviced except for unpredictable problems arising from the failure of electrical and electronic components and devices.

9. Service Report--A written service report covering conditions of instruments and equipment and recommendations will be presented at time of visit for customer's signature of acceptance.

10. Rates--The rates per call will be as follows: Per Rate Sheet Titled "Service Rates 2013", (Document #: Service Rates 2013 Rev1.0.doc), Exhibit "B".

11. Parts, Material; and Taxes, where applicable, will be in addition to the above rates.

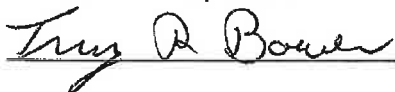
12. Subcontracted Rates--Labor Subcontracted by Interstate Industrial Instrumentation to Owner approved Subcontractors will be invoiced out at rates listed in Exhibit "D".

13. Payment Terms--An invoice will be rendered from the home office following each call. Interstate representatives are not authorized to collect charges. All invoices are payable at net within thirty days.

AGREEMENT APPROVED FOR

INTERSTATE INDUSTRIAL
INSTRUMENTATION, INC.

By: Terry R. Bower
Service Supervisor



By: _____

Title: _____

Date: _____

Date: _____ P.O. No. _____

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EXHIBIT "A"

SCHEDULE OF EQUIPMENT/SCOPE OF WORK

DATE: _____

CUSTOMER: _____

EFFECTIVE DATE: _____

DESCRIPTION OF WORK



Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

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EXHIBIT "B"

SERVICE RATES 2013

T & M LABOR RATE: Sr. Tech: \$105.00/Hour Portal to Portal
Service Tech: \$95.00
Service Trainee: \$75.00

OVERTIME RATE: STANDARD RATE X 1.5
(Overtime rate applies after 8 Hrs worked in a Day or after 40 Hours in a Week)

CONTRACT RATE: Negotiated per Contract or Job

MILEAGE RATE (Driving): \$0.68/Mile

AIR TRAVEL: Actual Cost

T & M EXPENSE RATES: Car Rental, Lodging, and Meals: Actual Cost

CONTRACT EXPENSE RATE: (charged to contract customer)
\$35.00/Day (without overnight)
\$125.00/Day (overnight)

Contract Expense Example: (charged to contract customer)

Example: Three day service call

1 st Day – Overnight	\$125.00
2 nd Day – Overnight	\$125.00
3 rd Day -	<u>\$ 35.00</u>
Total Expenses	\$285.00

File Name: S:\WINWORD\Service Rates\Service Rates 2013_Rev1.0.doc



Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

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EXHIBIT "C"

Priorities and Response Times

Interstate Industrial Instrumentation Inc. will use the following guidelines in prioritizing requests and will strive to resolve the problem within the target timeframe. Actual resolutions may be shorter or longer depending on the volume of requests at any one time.

Service Level	Description				
This agreement covers requests during the normal Business hours of operation.	Telephone #: 402 331-3535 Support Email: service@iiiinc.com Cell Phone #s: On Request				
Emergency Support after Hours, would be initiated by calling individual cell phones.	<table> <tr> <th>Business Hours:</th><th>After Hours Support:</th></tr> <tr> <td>8:00 AM to 5:00 PM Monday to Friday Except for normal III Inc. recognized holidays.</td><td>Leave a voice mail or email after regular business hours. All calls will be returned the following business day.</td></tr> </table>	Business Hours:	After Hours Support:	8:00 AM to 5:00 PM Monday to Friday Except for normal III Inc. recognized holidays.	Leave a voice mail or email after regular business hours. All calls will be returned the following business day.
Business Hours:	After Hours Support:				
8:00 AM to 5:00 PM Monday to Friday Except for normal III Inc. recognized holidays.	Leave a voice mail or email after regular business hours. All calls will be returned the following business day.				

Severity Level	Contact Method	Description	Response time to Initial Contact	Resolution/ Mitigation
Emergency	Phone Call to Main Phone #, Phone call to designated personnel Cell Phones. It would be best to talk to a person (no Voicemail).	The Plants ability to perform mission critical functions is in jeopardy or unavailable.	Within 30 minutes from time reported	Negotiated based on Plant Requirements.
Urgent Incidents	Phone Call to Main Phone # or Phone call to designated personnel Cell Phones.	A Plants or individual's ability to perform a mission critical function is in jeopardy or unavailable but a workaround is or can be established within a reasonable time.	Within one hour from time reported	Negotiated based on Plant Requirements.

Severity Level	Contact Method	Description	Response time to Initial Contact	Resolution/ Mitigation
Medium	Phone Call to Main Phone #., Phone call to designated personnel Cell Phones, E-Mail to Designated E-Mail	A department or individual's ability to perform a job function may be impacted or inconvenienced, but can continue business as normal operations.	Within 8 hours from time reported	Negotiated based on Plant Requirements.
Long Term	Phone Call to Main Phone #., Phone call to designated personnel Cell Phones, E-Mail to Designated E-Mail	Long Term Projects	Within 8 hours from time reported	Negotiated based on Plant Requirements.

EXHIBIT "D"

Subcontractor 1 Rates 2013



2013 Rate Schedule

Dakota Hogback Automation's labor will be billed as follows:

Design Services	\$159.50/Hour
Programming Services	\$159.50/Hour
Field Services	\$159.50/Hour
Panel Assembly Services	\$104.50/Hour
Graphic Development Services	\$60.50/Hour
CAD Services	\$60.50/Hour

Above labor rates are portal to portal.

Dakota Hogback's normal business hours are from 6:00 a.m. to 7:00 p.m. Monday through Friday. Services provided outside normal business hours or on company designated holidays may be billed at a premium rate not to exceed 150% of the standard rate listed above. A designated holiday schedule for Dakota Hogback Automation is available upon request.

Mileage will be charged per current IRS Standard Mileage Rates for miles driven from Dakota Hogback's property to client site.

Parts, Material; and Taxes, where applicable, will be in addition to the above rates

P.O. BOX 621990
LITTLETON, CO 80162-1990

720.891.4941

PUBLIC ANNOUNCEMENT

REQUEST FOR STATEMENTS OF QUALIFICATION

The City of Grand Island Public Works Office (City) is requesting contract-specific statements of qualification and performance data for automation, process control, and system integration services for the following project:

PROJECT: Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant, and the Sanitary Sewer Collection System:

1. Provide SCADA System Repair Services,
2. Provide Maintenance Support And / Or Upgrades To The Existing SCADA Hardware, Software, and telemetry system,
3. Perform Other Services As They Relate to the SCADA System.

PROJECT NUMBER: CS 101-2013

SUBMISSION DATE: Due by March 29, 2013, 4:00 p.m. in the office of the City Clerk at City Hall, Grand Island, Nebraska.

(Statements of qualification received after 4:00 p.m. on this date WILL NOT be considered and returned unopened.)

The work to be performed under this project is defined in the individual Project Scope of Service. If interested in any project(s), you are required to submit the **original and four (4) copies** of the required information to the **City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968; Attention: Statement of qualification, Project No. CS 101-2013; Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming.**

If the firm has any questions regarding this project or the Scope of Service, please contact Mrs. Jue Zhao at (308) 385-5430, or jzhao@grand-island.com.

A selection committee composed of the head of a using agency in need of the services, Operation Engineer, and technical staff shall shortlist with two (2) firms regarding multi-year automation, process control, and system integration services. The selection shall be made in order of preference, based on criteria established and published by the selection committee. (Exhibit 1; Proposed Evaluation Form)

The statement of qualification must contain the following information:

- 1) Resumes of key technical personnel who will actually be assigned to the project.

- 2) A list of similar projects completed by the firm and the firm's personnel to be assigned to this project. The list shall include the name of the client/contact person and a telephone number for each reference project.
- 3) If the firm has more than one office, a list as to the amount of work to be completed in each office, i.e, the primary location/office for each of the key technical personnel to be assigned to this project; the type of work to be completed in each office and the percentage of the total project work to be completed in each office.
- 4) A list of any sub-consultants that are to be used on this project stating the type of work to be completed by each sub-consultant and the percentage of the total project work to be completed by each sub-consultant.
- 5) A statement detailing the firm's approach in undertaking the project.
- 6) A statement detailing the firm's approach to anticipated special consulting aspects/issues. The detail of this information should be relative to the complexity of the proposed project or the importance of the issue to the automation, process control, and system integration services of the project.
- 7) The fee schedule shall include labor and expense rates for the range of labor categories anticipated for maintenance term. City Code prohibits the use of a cost-plus-a-percentage-of-cost fee.

PROJECT SCOPE OF SERVICE

A Consultant will be selected to perform contract-specific work to assist the City in automation, process control, and system integration services. The project work is described below:

CS 101-2013

MAINTENANCE SERVICES (SCADA)

The selected Firm will work with the City to develop a detailed scope of work as part of the services to be provided.

The Firm will repair and provide maintenance support and/or upgrades to the existing SCADA hardware and software system as directed by the City. The Consultant will also perform other services as they relate to the SCADA, telemetry system(s) as directed by the City. All services will be performed upon written request of the City, and be mutually agreed upon (scope of work, time of completion and fee) prior to any work being commenced by the Firm.

This automation, process control, and system integration services maintenance support, at the option of the City, may be renewed annually for a period of five (5) years from the date of this advertisement.

The City will not pay any costs incurred by the firm in preparing or submitting the contract-specific statement of qualifications. The City reserves the right to modify or cancel, in part

or in its entirety, this public announcement. The City reserves the right to reject any or all contract-specific statement of qualifications, to waive defects or informalities, and to offer to contract with any firm in response to any contract-specific statements of qualification. This contract-specific statement of qualification does not constitute any form of offer to contract.

Gratuities and Kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City 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, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical 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 to order.

Section 504/ADA Notice to the Public: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Successful Firm shall comply with the requirements of City's insurance. Successful Firm shall maintain a Drug Free Workplace Policy.

End of Notice of Public Announcement

EXHIBIT 1

PROPOSED EVALUATION FORM

Project:	CS 101-2013				
Evaluator:					
Date:					
Category	Criteria	Rating	x	Weight	Score
Technical Approach	Understanding of Project and Basic Scope of Services			3	
	Ability to analyze problems or objectives and implement solutions			3	
	Additions or Deletions to the Basic Scope of Services			3	
	Knowledge of principals, methods and techniques of control system strategy development, application and debugging			3	
	Understanding of Unique Conditions of the Project			3	
	SUBTOTAL OF POINTS				
Project Team	Firm's Experience on Similar Projects			5	
	Project Managers Experience on Similar Projects			5	
	Location of Key Staff Members			3	
SUBTOTAL OF POINTS					
Past Performance	Quality of Firm's Past Work (Similar Size and /or Scope)			5	
	Project Managers Ability to Coordinate Project Activities			4	
	Firm's Ability to Meet Schedule			4	
	Firm's Success in Controlling Project Costs			5	
	Firm's Ability to Communicate Effectively with Agency			5	
	SUBTOTAL OF POINTS				
TOTAL OF POINTS					

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior

Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Grand Island.



RESOLUTION 2013-315

WHEREAS, on March 14, 2013 notice was published in the Grand Island Independent requesting Statement of Qualifications for the Supervisory Control and Data Acquisition (SCADA) Programming for the Wastewater Division of the Public Works Department; and

WHEREAS, the Wastewater Division of Public Works is currently implementing new plant control philosophies in ongoing operations optimization development; and

WHEREAS, the Plant Operations Engineer is observing the need to develop the programming uniquely to facility functions; and

WHEREAS, the Wastewater Division is requesting up to five (5) years, renewed annually at City's option in maintenance service for the SCADA systems programming, and interface development; and

WHEREAS, the maintenance service will provide programming configuration, assist in technical question, provide repair and troubleshooting support; and

WHEREAS, Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska is the selected firm.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such maintenance service with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 12, 2013	☐ City Attorney