



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU,, Acting Director

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May 29, 2008

IN REPLY PLEASE

REFER TO FILE: **AS-0**

REQUEST FOR PROPOSALS – ADDENDUM 1 SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)

Please take note of the following revisions and clarifications that have been addressed regarding to the Request for Proposals (RFP). (Please note that **bold** text has been added and any text that has a ~~strikethrough~~ has been deleted from the RFP.)

1. Form PW-2, Schedule of Prices, has been revised. Please use the revised Form PW-2.1, Schedule of Prices (Enclosure A).
2. Exhibit C, Schedule of Deliverables and Payments, has been revised. Please use the revised Exhibit C (Enclosure B).
3. Part II, Sample Agreement, Item 2.5, Business Hours (page 3 of 20) under Definitions, has been revised to read:

2.5 ~~"Business Hours" Public Works Headquarters office is on a 4/40 work schedule, from Monday through Thursday, 6:45 a.m. to 5:30 p.m. Public Works field offices are on a 9/80 work schedule, from Monday through Friday, 8 a.m. to 5:30 p.m.~~

2.5 **"Business Hours" are defined as Monday through Friday, from 8 a.m. to 4:30 p.m.**
4. Part II, Sample Agreement, Item 6.1, General (page 11 of 19) under Prices and Fees, has been revised to read:

6.1.1 General. Attached to this Agreement as Exhibit C (Schedule of Deliverables and Payments) is a schedule of all fees applicable to this Agreement, along with a ~~payment~~ schedule for completion of Work beginning on the Effective Date and continuing through the Term. **Contractor's compensation shall be in the amounts set forth in Form PW-2 (Schedule of Prices) allocated as set forth in Exhibit C.**

Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is the Contractor's responsibility to design, achieve and timely deliver maintenance, installation, and configuration services to the SCADA system.

5. Part II, Sample Agreement, Item 6.2, Maximum Contract Sum (page 11 of 19) under Prices and Fees, has been revised to read:

~~6.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for all Work, including the System Software under this Agreement for the Term. The Maximum Contract Sum for this Agreement, authorized by County hereunder shall in no event, expressly or by implication, exceed \$_____ (_____ Dollars). and shall be in the amounts set forth in Form PW-2 (Schedule of Prices) allocated as set forth in Exhibit C (Schedule of Deliverables and Payments). Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's responsibility to design, achieve and timely deliver maintenance, installation, and configuration services to the SCADA System.~~

6. Part II, Sample Agreement, Item 8.7.2.iii (page 15 of 19) under Credits to County, has been revised to read:

(iii) Deliverables under Tasks **1b**, 2, 3, and 4 of the Statement of Work not properly completed within thirty (30) working days of the Deliverable due date as specified in Exhibit C (Schedule of Deliverables and Payments), shall entitle County to a credit of five percentage (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).

7. Part II, Sample Agreement, Item 10.1, Correction of Deficiencies (page 16 of 19) under Warranty, has been revised to read:

~~10.1 Correction of Deficiencies. Warranty Services shall include, but shall not be limited to, the correction of any and all Deficiencies that occur during the Term of the Agreement. Correction of such Deficiencies shall be at no additional cost to County. If any component of the SCADA System requires maintenance services, the Contractor shall endeavor reasonably~~

~~to provide such services at County location (which may include the provision of such services remotely by Contractor).~~

- 10.1 Correction of Deficiencies caused by Contractor: Warranty Services shall include, but shall not be limited to, the correction of any and all Deficiencies caused by Work performed by or on behalf of Contractor to County that occur during the Term of the Agreement as determined by County Project Director, which determination shall be subject to the Dispute Resolution Procedures set forth in Paragraph 2 (Dispute Resolution Procedures) of Exhibit A (Additional Terms and Conditions). Correction of such Deficiencies shall be at no additional cost to County. If any component of the SCADA System requires corrective services to remedy such Deficiencies, the Contractor shall endeavor reasonably to provide such services at County's location (which may include the provision of such services remotely by Contractor).**

8. Part II, Sample Agreement, Item 10.2, Updates (page 16 of 19) under Warranty, has been revised to read:

- 10.2 Updates.** Subject to the remainder of this Paragraph 10.2 (Updates), Warranty Services include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, (ii) any testing or modifications as may be necessary to maintain System Software functionality, including as modified by any Updates, with the current version release of operating software and System Hardware that are utilized by County as of the Effective Date, and (iii) any updates or modifications required during the Term in order for the System Software and the SCADA System to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost **beyond the total hours worked by the applicable Rates set forth in Form PW-2, Schedule of Prices.** Any Update delivered by Contractor to County is deemed a part of the System Software and shall be included in the License granted to County pursuant to this Agreement.

9. Exhibit A, Statement of Work (page A-2) has been revised to read:

1. Overview
2. Administration of Agreement- County
3. Administration of Agreement- Contractor
4. Contractor's Offices
5. Infrastructure
6. SCADA System Standard Functionality
7. Deficiencies
- ~~8. Additional Services~~
- 8. Concept of Operation**
- 9. Additional Services**

10. Exhibit A, Statement of Work, Paragraph 7, Item 7.1, Deficiencies (page A-15), has been revised to read:

~~7.1 **Deficiencies.** As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error (other than a defect, error, omission, or deviation to the Customizations or Interfaces caused by County's modification of the Customizations Source Code), including the provision of negligent workmanship, which results in the SCADA System, in whole or in part, not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County Project Director, which determination shall be subject to the Dispute Resolution Procedures set forth in Paragraph 2 (Dispute Resolution Procedures) of Exhibit B (Additional Terms and Conditions).~~

7.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to the functionality of the SCADA System: any malfunction, error, or defect in the current design, or development and implementation of Work by Contractor; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error (other than a defect, error, omission or deviation to the Customizations, or Interfaces caused by County's modification of the Customizations Source Code), including the provision of negligent workmanship, which results in the SCADA System, in whole or in part, not performing in

accordance with the provisions of this Agreement, including the SOW, as determined by County Project Director.

11. Exhibit A, Statement of Work, Paragraph 8, Concept of Operation (page A-16), has been revised to read:

The following are two scenarios for potential maintenance problems, the steps which would be taken by County staff to address the problems, and the possible steps that the Contractor would take to correct the problem:

Scenario 1: Complete failure of SCADA System (Priority Level 1, as specified in Section B, subsection **G vii.**)

Scenario 2: RTU Failure (Priority Level 2, as specified in Section B, subsection **G vii.**)

12. Exhibit A, Statement of Work, Paragraph 8, Concept of Operation, Task 1, Corrective Maintenance, Item ii (page A-18), has been revised to read:

- ii. Contractor shall determine the cause of the Deficiency and report the diagnosis and estimated time and resources (if applicable) required to remedy the Deficiency to the County Project Manager or a designee in person or via telephone, pager, facsimile, mail, electronic mail (e-mail), or any other reasonable means in accordance with Priority Levels as set forth in Task 1 subsection **F vii.**

13. Exhibit A, Statement of Work, Paragraph 8, Concept of Operation, Task 1, Corrective Maintenance, Item iii (page A-18), has been revised to read:

- iii. Upon Contractor's report of cause(s), and estimated time and resources (if applicable) required to remedy the Deficiency, County Project Manager or a designee shall issue a Notice to Proceed and approve a set amount of Work hours to resolve Deficiency and corresponding Labor Rate as specified in Form PW-2, Schedule of Prices. Any extension of Work hours necessary to complete Corrective Maintenance shall be approved by the County Project Manager or a designee. Work hour extensions shall be requested by the Contractor prior to the deliverable due date and shall follow the same procedures as set forth in Task 1, subsection **B vii.**

14. Exhibit A, Statement of Work, Priority Levels 1 through 4 (page A-19), have been revised to read:

Priority Level 1 – Regardless of time of day or day of week, Contractor shall troubleshoot the Deficiency remotely and report the diagnosis within two (2) hours **of receiving the request for Corrective Maintenance services and/or** dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility **and report the diagnosis** within ~~four (4)~~ **six (6)** hours of receiving the request. ~~for Corrective Maintenance services and report the diagnosis within two (2) hours subsequent to arriving, regardless of time of day or day of week.~~

Priority Level 2 – During Business Hours, Contractor shall troubleshoot the Deficiency remotely and report the diagnosis within two (2) hours **of receiving the request for Corrective Maintenance services and/or** dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility **and report the diagnosis** within ~~four (4)~~ **six (6)** hours of receiving the request. ~~for Corrective Maintenance services. Contractor shall and report the diagnosis within two (2) hours subsequent to arriving, during Business Hours.~~

Priority Level 3 – During Business Hours, Contractor shall troubleshoot the Deficiency remotely and/or dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility and report the diagnosis within twenty-four (24) hours of receiving the request for Corrective Maintenance services, ~~during Business Hours.~~

Priority Level 4 – Contractor shall troubleshoot the Deficiency remotely and/or dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility and report the diagnosis within ten (10) calendar days of receiving the request for Corrective Maintenance services.

~~Contractor shall receive corresponding payment as specified in Form PW-2, Schedule of Prices, for meeting the Priority Level requirements as set forth in this section. County reserves the right to de-escalate the Priority Level assignment for failure to meet these requirements~~ **should the Contractor exceed the reporting and diagnosis deadlines for the designated Priority Level.**

15. Exhibit B, Additional Terms and Conditions, Paragraph 12.2, under Further Warranties (page 12), has been revised to read:

12.2 Contractor bears the full risk of loss due to total or partial destruction of all or any part of the SCADA System acquired from Contractor, as applicable, until the ~~Final Acceptance Date~~ **expiration or other termination of this Agreement.**

16. Exhibit B, Additional Terms and Conditions, Paragraph 12.8, under Further Warranties (page 13), has been omitted.

~~12.8 Contractor shall support all components of the SCADA System for the Term.~~

17. A caravan to the mandatory walk-through for the South and North Maintenance Areas will be leaving the County of Los Angeles Department of Public Works Headquarters, located at 900 South Fremont Avenue, Alhambra, CA 91803, promptly at 7 a.m. on Wednesday, June 4, 2008. Proposer's who choose to caravan must be at Headquarters by 7 a.m., we will not delay our departure. Proposer's who choose to drive their own vehicle may either follow the caravan or meet us at the South and North Maintenance facilities. The exact arrival times to said facilities are to be determined.

South Maintenance Area
23533 West Civic Center Way
Malibu, CA 90265

North Maintenance Area
260 East Avenue K-8
Lancaster, CA 93535

A mandatory walk-through for the South and North Maintenance Areas will be held on **Wednesday, June 4, 2008, from 7 a.m. to 5:30 p.m.** The deadline for submission of proposals is **Wednesday, June 18, 2008, at 5:30 p.m.**

May 29, 2008
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If you have questions concerning the above information, please contact Ms. Jeanette Arismendez at (626) 458-4050, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

A handwritten signature in black ink, appearing to read "Ghayane Zakarian", followed by a cursive "for" written to the right of the signature.

GHAYANE ZAKARIAN, Chief
Administrative Services Division

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Enc.

**SCHEDULE OF PRICES FOR
LOS ANGELES COUNTY WATERWORKS DISTRICTS - SERVICE AND MAINTENANCE OF SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, travel time, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Corrections (repairs) of System Hardware and/or System Software deficiencies performed during business hours defined as Monday through Friday, 8 a.m. to 4:30 p.m., shall be paid at the Priority Level 4 Hourly Rates (On-site or Remote Hourly Rates will apply depending upon what correction method is utilized) multiplied by the County Project Manager-approved number of hours it takes to correct. Corrections (repairs) of System Hardware and/or System Software deficiencies performed during non-business hours and holidays shall be paid at the Priority Level 1 Hourly Rate (On-site or Remote Hourly Rates will apply depending upon what correction method is utilized) multiplied by the County Project Manager-approved number of hours it takes to correct.

***Contractor shall be paid for a minimum of two hours at the specified Priority Level rate for any on-site diagnoses (Deliverable 1a).**

A. CORRECTIVE MAINTENANCE: (Task 1)				
TASK 1- CORRECTIVE MAINTENANCE		ESTIMATED NUMBER OF HOURS ANNUALLY	HOURLY RATE	PROPOSED PRICE (ESTIMATED NUMBER OF HRS X HOURLY RATE)
Priority Level 1 – On-site Diagnosis*		10	\$	\$
All Repairs performed during Non-business Hours will be paid at the Priority Level 1 for On-site Repairs		30	Same as Priority Level 1 On-site diagnosis hourly rate from above	\$
Priority Level 1 – Remote: Diagnosis and Repairs performed during Non-business Hours		10	\$	\$
All Repairs performed during Non-business Hours will be paid at the Priority Level 1 for Remote Repairs		15	Same as Priority Level 1 Remote diagnosis hourly rate from above	\$
Priority Level 2 – On-site Diagnosis*		10	\$	\$
Priority Level 2 – Remote Diagnosis		25	\$	\$
Priority Level 3 – On-site Diagnosis*		25	\$	\$

**ENCLOSURE A
FORM PW-2.1**

A. CORRECTIVE MAINTENANCE: (Task 1) Continued

TASK 1- CORRECTIVE MAINTENANCE		ESTIMATED NUMBER OF HOURS ANNUALLY	HOURLY RATE	PROPOSED PRICE (ESTIMATED NUMBER OF HRS X HOURLY RATE)
Priority Level 3 – Remote Diagnosis		75	\$	\$
Priority Level 4 – On-Site: Diagnosis* and Repairs performed during Business Hours		25	\$	\$
All Repairs performed during Business Hours will be paid at the Priority Level 4 for On-site Repairs		100	Same as Priority Level 4 On-site diagnosis hourly rate from above	\$
Priority Level 4 – Remote: Diagnosis and Repairs performed during Business Hours		25	\$	\$
All Repairs performed during Business Hours will be paid at the Priority Level 4 for Remote Repairs		100	Same as Priority Level 4 Remote diagnosis hourly rate from above	\$
TOTAL PROPOSED ANNUAL PRICE FOR TASK 1 (ITEM A)				\$

B. REQUIRED TASKS/DELIVERABLES

ITEM DESCRIPTION	UNIT	RATE/UNIT	QUANTITY	PROPOSED PRICE
Task 2 – Software Upgrade and Configuration	lump sum	\$	1	\$
Task 4 – System Reliability Assessment	lump sum	\$	1	\$
TOTAL PROPOSED ANNUAL PRICE FOR ITEM B (Tasks 2 and 4)				\$

C. SYSTEM EXPANSION: (Task 3)

TASK 3- SYSTEM EXPANSION	ESTIMATED NUMBER OF HOURS ANNUALLY	HOURLY RATE	PROPOSED PRICE (ESTIMATED NUMBER OF HRS X HOURLY
Task 3 (a) – System Expansion; System Hardware Programming and supporting documentation	50	\$	\$
Task 3 (b) – System Expansion; Configuration of new or existing operator Interface screens	50	\$	\$
TOTAL PROPOSED ANNUAL PRICE FOR ITEM C (Task 3)			\$

**SCHEDULE OF PRICES FOR
LOS ANGELES COUNTY WATERWORKS DISTRICTS - SERVICE AND MAINTENANCE OF SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)**

TOTAL PROPOSED ANNUAL PRICE (Total of Items A + B + C): \$ _____

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FAX	E-MAIL

SCHEDULE OF DELIVERABLES AND PAYMENTS

Task	Deliverable	Expected Completion of Diagnosis	Payment
Task 1a Diagnosis of System Hardware and/or System Software Deficiencies	<ul style="list-style-type: none"> Priority Level 1 	Remotely: Within two (2) hours, regardless of time of day or day of week ¹ Onsite: Within six (6) hours, regardless of time of day or day of week ¹	See Prices Quoted on Form PW-2 for corresponding Level
	<ul style="list-style-type: none"> Priority Level 2 	Remotely: Within two (2) hours, during Business Hours ¹ Onsite: Within six (6) hours, during Business Hours ¹	See Prices Quoted on Form PW-2 for corresponding Level
	<ul style="list-style-type: none"> Priority Level 3 	Within twenty-four (24) hours, during Business Hours ¹	See Prices Quoted on Form PW-2 for corresponding Level
	<ul style="list-style-type: none"> Priority Level 4 	Within ten (10) calendar days ¹	See Prices Quoted on Form PW-2 for corresponding Level
Task	Deliverable	Expected Completion Date	Payment
Task 1b	Correction of System Hardware and/or System Software Deficiencies and delivery of supporting Documentation		Corrections performed during business hours defined in Form PW-2, will be paid at the Priority Level 4 Hourly Rates multiplied by the County Project Manager-approved number of hours it takes to correct. Corrections performed during non-business hours and holidays will be paid at the Priority Level 1 Hourly Rate multiplied by the County Project Manager-approved number of hours it takes to correct.
Task 2 - Software Upgrade and Configuration	Configuration of Interface Screens	Within (4) months of Notice to Proceed	100% of amount quoted in Form PW-2, Task 2 once Deliverable has been accepted as specified in Exhibit B, Task 2, Acceptance Criteria.
Task 3 - System Expansion	3(a) System Expansion; System Hardware Programming and supporting documentation	Within ten (10) calendar days ²	100% of amount quoted in Form PW-2, Task 3 once Deliverable has been accepted as specified in Exhibit B, Task 3, Acceptance Criteria.
	3(b) System Expansion; Configuration of new or modification of existing operator Interface screens	Within twenty (20) calendar days ²	
Task 4 - System Reliability Assessment	4(a) System Reliability Assessment- DRAFT	Within nine (9) months of Notice to Proceed	40% of Total Task Price Quoted in Form PW-2 once Deliverable has been accepted as specified in Exhibit B, Task 4, Acceptance Criteria.
	4(b) System Reliability Assessment- FINAL	Within eleven (11) months of Notice to Proceed	60% of Total Task Price Quoted in Form PW-2 once Deliverable has been accepted as specified in Exhibit B, Task 4, Acceptance Criteria.

¹Denotes due date after receiving Request for Corrective Maintenance.

²Denotes due date after receiving Request for System Expansion related task.