


**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda  
Bids and Proposals

TO : President and Village Board of Trustees  
FROM : Scott Niehaus, Village Manager  
DATE : January 21, 2016                      Agenda Date: February 4, 2016  
TITLE : Waiver of Bids – Energenecs, Inc.  
          2016 SCADA System Software Upgrade  
SUBMITTED BY: Brian M. Jack, Utilities Superintendent 

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received \_\_\_\_\_  
Total Number of Bidders Meeting Specifications \_\_\_\_\_  
Bid Security Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  
Explanation:  
Waiver of Bids Requested? \_\_\_\_\_ **X** Yes \_\_\_\_\_ No  
If yes, explain:  
Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Engineer's Estimate/Budget Estimate \$80,000  
Amount of Award \$84,567.00                      Account # 520.790.715.75420  
Water and Sewer Capital Reserve Fund - WA16 01

**BACKGROUND/RECOMMENDATION:**

Waive bids and award contract for SCADA System Software Upgrade for an amount not to exceed \$84,567.00.

Has Recommended Bidder Worked for Village Previously                      **X** Yes \_\_\_\_\_ No  
If yes, was quality of work acceptable    **X** Yes \_\_\_\_\_ No  
Was item bid in accordance with Public Act 85-1295?                              \_\_\_\_\_ Yes **X** No  
Waiver of bids - Public Act 85-1295 does not apply                              **X** Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.**

**MEMORANDUM**

**To:** Scott Niehaus, Village Manager  
**From:** Brian M. Jack, Utilities Superintendent *BW*  
**Through:** Carl S. Goldsmith, Director of Public Works *CS*  
**Date:** January 21, 2016  
**Subject:** Waiver of Bids - Energenecs, Inc.  
2016 SCADA System Software Upgrade

***Executive Summary/Background***

The last major SCADA system upgrade was started in 1998 with the selection of an engineering firm and completed in 2002. During this time frame, the selected engineer Burns & McDonnell completed a Control System Upgrade Master Plan that evaluated the Village's Supervisory Control & Data Acquisition (SCADA) system. The study looked at the current water and sewer systems and provided recommendations for communications, equipment, implementation and phasing of the project. The first phase of the SCADA system project began in 1999, with Phase 2 being awarded in 2001, Phase 3 awarded in 2002, and Phase 4 awarded in 2003. With the implementation of wireless radio communication systems it enabled the Water Treatment and Wastewater Pumping (WTWWP) staff to decrease their response time to operational problems, use the historical data to adjust and troubleshoot pumping operations and closely monitor the water, sewer, and storm water stations during storms, power outages, and large water main breaks.

The SCADA project at that time, included the upgrade of existing SCADA software (Proficy – iFix), conversion of communications from Cable TV to telephone and then to radio, and installation of programmable logic controllers (PLC's) to control and monitor operations. Phase 1 included the conversion of five water stations, three sanitary lift stations, two storm water stations and one combined sewer monitoring station. Phase 2 converted six sanitary lift stations, three storm water pumping stations and one storm sewer monitoring station. Phase 3 added four sanitary lift stations to the SCADA system and Phase 4 converted the telephone communications to a licensed radio network.

At the February 19, 2015 Board meeting, the Board approved a \$32,000 SCADA System Radio Upgrade project to Energenecs, Inc. as the first Phase of modernizing the existing radio equipment and SCADA System. The radios basically transmit data captured off of the programmable logic controller (PLC) at one of the 29 remote sites and send it back to the Civic Center Reservoir Facility (CCRF) master data radio collector. From there, WTWWP staff can make informed decisions about the water, sewer, and storm water pumping stations. Most of the radios ranged in age anywhere from 10-17 years old and were becoming obsolete. The SCADA industry settled on new radio technology that communicates through Ethernet and not the older forms of serial and multi-drop communications. Prior to the 2015 SCADA System Radio Upgrade, all Village radios at the 29 stations utilized the older forms of serial and multi-drop

communications. Many computers coming on the market no longer have serial ports, only USB or Ethernet ports making integration and connectivity difficult. Ethernet communication is the new industry standard since it can communicate peer to peer to multiple devices over a single Ethernet port. In the Village's case, this related to communication to the SCADA computer, the current Allen Bradley PLC's and touch-screen terminals at the 29 stations. It was recommended that the radios be upgraded prior to the implementation and roll out of the 2016 SCADA System Software Upgrade to prevent any security, communication or integration issues.

### ***Introduction***

The WTWWP Division has been operating a SCADA system since 1982. Many hardware and software upgrades have taken place over the years in order to remain current with industry standards. As with any technology, after a certain amount of time, hardware and software becomes obsolete and are no longer supported or is difficult to maintain and integrate. During 2015, the Village and their SCADA integrator developed a long range plan that would be phased in over 3-4 years and bring all existing technology up to current industry standards. The timing of these upgrades is critical as current software and hardware are slowly being phased out and no longer supported. There are higher costs associated with keeping out-of-date technology running smoothly so the time to upgrade was eminent.

### ***Current Status***

The SCADA system has enabled the WTWWP Division to quickly monitor and respond to emergencies in the water, sewer and storm water systems. Operators can monitor water tank and tower levels, pond conditions, and sewer lift station operations. The current software that monitors and controls the SCADA System is a program called Proficy – iFix. The Village has been running this software since the early 1990's. Since then, many other SCADA software programs have come on the market and were investigated prior to the impending upgrade.

The WTWWP Division toured many municipalities and made calls to various communities who run both iFix and a new popular SCADA software program called Wonderware. Side by side comparisons were made on the advantages and disadvantages of each. Discussions with different integrators were also conducted. It was found that most of the surrounding communities (both in Wisconsin and the Chicagoland area) had made the switch to Wonderware due to its ease of use and adaptability, both for the operators and the integrator. The WTWWP Division will be transitioning from iFix to Wonderware for this upgrade. Prior to the official switch to the new software system, both iFix and a Wonderware testing platform will be running side by side for up to 2 weeks to ensure any issues can be quickly debugged and addressed. See Attachment A for a list of current Wonderware users.

### ***Discussion***

The 2015 SCADA System Radio Upgrade project was the first portion of the modernization that took place. This project was completed on time and under budget in 2015 with no issues to report. Because connectivity and integration time has decreased, the Village is starting see a positive return on investment in less than a years' time with less calls for support to the

Integrator as most issues can be resolved remotely from their offices in Wisconsin through the web.

The next Phase of the project includes upgrading the current SCADA System Software. The software component must be completed prior to upgrading the hardware at each remote site. The proposed 2016 SCADA System Software upgrade, coupled with the recently completed 2015 SCADA System Radio upgrade will allow the integrator easier access to each station and streamline monitoring and operations in future years for the operators. Hardware components have been budgeted for in the CIP and will commence in 2017 and 2018. After all phases and upgrades are complete, the Village's SCADA system will meet all current industry standards with no immediate signs of software or hardware obsolescence. These enhancements will aid in the visual and operational functions of the SCADA system.

***Waiver of Bids***

The Public Works Department requests authorization to waive the formal bidding process in order to expedite the 2016 SCADA System Software Upgrades. Staff discussed the project with Energenecs and came to a consensus on what direction the Village should be headed with the SCADA system. All proposed software for this upgrade is current with industry standards.

The following ONE (1) firm submitted the following proposal:

SUPPLIER	SCADA SOFTWARE UPGRADES	TOTAL
Energenecs, Inc. of Cedarburg, WI	Wonderware Software/Integration	<b>\$84,567.00</b>

The master proposal created in 2015 included three phases of SCADA system upgrades. Phase I was the SCADA System Radio Upgrades which was completed in 2015. Phase II, set to be completed in 2016, is the SCADA System Software upgrade. Phase III will occur over 2 years in 2017 and 2018 addressing the remote sites including all water pumping stations. They will have upgraded touchscreen terminals added along with new PLC's. Attachment B is the current Phase II proposal for this recommended upgrade in 2016.

The current proposal was checked to ensure that the supplier was providing the needed and necessary software. The lowest responsible proposal for the items requested is Energenecs, Inc. of Cedarburg, WI. The firm performed the 2015 SCADA System Radio upgrades and has been the Village's SCADA integrator for the last 14 years. There is tremendous value in having a solid relationship with a SCADA systems integrator, which is not uncommon in this market. They have integrated the Village's entire SCADA system infrastructure, they are responsive, and they have competent and reliable staff that is easy to work with and understands our vision and current needs. Reference checks and client follow up were performed for projects similarly related software upgrade projects. There are no issues to report. Energenecs, Inc. is considered a reliable, responsive vendor.

**Recommendations:**

Please request the Board of Trustees to waive the formal bidding process and accept the lowest, responsible proposal for the 2016 SCADA System Software Upgrades as submitted by Energenecs, Inc. of Cedarburg, WI and authorize an agreement in an amount not to exceed \$84,567.00 at the February 4, 2016 BoT meeting. Excess funds over the budget estimate of \$4,567.00 will be realized with savings of contracts under budget in the CIP Water and Sewer Capital Reserve Fund.

Please execute signature on the attached contract and return two copies to the Water Treatment and Wastewater Pumping Division for further processing.

**VILLAGE OF LOMBARD**

**Contract for 2016 SCADA System Software Upgrades**

This agreement is made this 4<sup>th</sup> day of February, 2016, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Energenecs, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

2016 SCADA System Software Upgrades in an amount not to exceed \$84,567.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. The Contractor's Proposal dated January 21, 2016
  - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$84,567.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their quotation after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 4<sup>th</sup> day of February, 2016

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn, depose and states as follows:

I am the \_\_\_\_\_ (Officer or Owner of Company)  
\_\_\_\_\_ (Title) for \_\_\_\_\_ (Name of Company)

(the "Contractor"), which has submitted a proposal for 2016 SCADA System Software Upgrades to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

\_\_\_\_\_  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

Notary Public





**energenecs**

## PROPOSAL

**Date:** 1/21/2016

**Project Name:** Village of Lombard  
Phase 1-2016 Wonderware  
Conversion

**To:** Lukas Sharp

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Energenecs would like to offer this proposal to upgrade your SCADA HMI software and related computer from GE iFix to Wonderware with listed improvements. Since you have two existing licenses of iFix, Wonderware will provide the equivalent Wonderware licenses for a Competitive discount of 50%. Software will reside on a new computer at the Civic Center with Access Anywhere RDS software loaded on the Village server. The work related to this includes:

1. Provide a new computer with Wonderware 60K tag development license with I/O -
  - a. We include a Dell Optiplex 9020 computer with Microsoft Office for Home and Business (Excel) on Windows 7 (Windows 10 also loaded for future). No monitor is included. No monitor is included with this.
  - b. Wonderware will provide a Competitive upgrade to convert your existing GE iFix license to a 60K Development Studio 2014R2 license of Wonderware InTouch (#07-1356).
  - c. Your license for Win911-Pro will be reused and loaded on the new computer. A USB version of voice modem for Win911 would be used, if you want to maintain phone call-out.
  - d. We include Mobile-911 license for up to (10) mobile devices for interfacing the Win-911 remotely.
  - e. Your XLReporter software for reports would be reused and loaded on the new computer.
  - f. We include the software development to convert the screens from GE iFix to Wonderware along with the alarming and reports from the existing computer to the new computer.
2. Provide software to be loaded on your Village Server:
  - a. Wonderware Competitive upgrade discount to add an InTouch 2014R2 runtime 60K tag license with RDS Concurrent (includes remote session for one laptop/mobile device) Item # 01-3514T/TP.
  - b. Note: It is our understanding that the Village will provide the Server 2012R2 OS and any required firewalls.
3. We also include a one year Wonderware Customer First Support Standard + agreement for support effective one year from the time of purchase. It is my understanding that your current Win-911 support is valid until 12/05/2016, therefore, I have not included the cost to extend this at this time.



Total cost for the work listed above would be **\$84,567.00**. Below is a breakdown of costs for the work listed above:

	<u>Item of Work</u>	<u>Cost</u>
1	Computer with Windows 7, Office Excel, no monitor-	\$2,000.00
2	Purchased software licenses and support:	
	Wonderware InTouch 60K Development license-with I/O-	\$8,125.00
	Wonderware InTouch 60K runtime license-without I/O-	\$4,953.00
	Mobile-911 license for (10) users-	\$1,279.00
	Wonderware annual support-	\$3,975.00
3	Software Integration labor, engineering, and related travel-	<u>\$64,235.00</u>
	<b>Total Cost of Proposed Work</b>	<b><u>\$84,567.00</u></b>

\*Note: Your existing licenses for Win-911 and XLReporter are current and will be loaded onto the new computer

Terms:

- Sales tax is not included
- Progress Payments are expected as software is purchased and labor is expended
- Energenecs terms and conditions attached apply.

Please call if I you have any questions or other thoughts.

Sincerely,

Bill Treloar  
Energenecs, Inc.  
(262) 387-1301

## ENERGENECS, INC. TERMS & CONDITIONS

### Purchase Order Forms

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

### Prices

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

### Acceptance

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

### Credit Approval

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

### Force Majeure

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

### Payment

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

### Warranty

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

### Claim Period

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

### Changes, Cancellations, Returns

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

### Submittal Drawings and Operation/Maintenance Manuals

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

**THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.**

ENERGENECS, INC.

I accept this proposal and all terms thereof:

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

Accepted: \_\_\_\_\_

Title: \_\_\_\_\_

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