

AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO AGREEMENT FOR SERVICES (the "Amendment") is entered into as of _____, 2019 (the "Effective Date") by and between **Sweetwater Authority** (the "Authority"), and **The RoviSys Company**, (the "Contractor"), collectively, the "Parties".

WHEREAS,

A. The Authority and Contractor have entered into a Agreement for Services, which incorporates a Scope of Services (collectively, the "Contract") pursuant to which the Contractor will perform certain work for the Authority (the "Work).

B. The Parties desire to amend the Contract.

NOW THEREFORE, for good and valuable consideration, the Parties hereto agree to amend the Contract as follows:

1. The schedule for Contractor's provision of the Work will be adjusted reasonably if Contractor is not able to perform the Work timely as a result of Authority's delay or other interference that materially affects Contractor's performance of the Work, including without limitation, any occurrences pursuant to Section 3 ("Time of Performance") of the Contract.

2. No changes to the scope or schedule of the Work or the Contract will be allowed or be effective unless such change is approved in writing by both the Contractor and Authority.

3. Contractor shall have no obligation to indemnify the Authority unless the Authority has incurred claims by a third party for losses or damages caused by the Contractor's (a) negligence or (b) failure to perform the Work in accordance with the Scope of Services.

4. Notwithstanding anything to the contrary in the Contract, Contractor shall have the sole responsibility and authority to present, prosecute, respond to, or defend any disputes involving or claims against the Contractor under the Contract.

5. CONTRACTOR WARRANTS THAT THE WORK SHALL BE SUBSTANTIALLY IN ACCORDANCE WITH THE SCOPE OF SERVICES FOR A PERIOD OF ONE YEAR FOLLOWING THE DELIVERY OF THE WORK. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES (INCLUDING THE WARRANTIES IN THE SUBCONTRACT), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT, CONTRACTOR'S WARRANTY OBLIGATIONS SHALL NOT EXTEND TO ANY EQUIPMENT OR SOFTWARE MANUFACTURED OR DEVELOPED BY THIRD PARTIES ("THIRD PARTY MATERIAL") THAT CONTRACTOR DELIVERS AS PART OF THE WORK. CONTRACTOR IS PURCHASING AND DELIVERING THE THIRD-PARTY MATERIAL (INCLUDING SOFTWARE DEVELOPED BY THIRD PARTIES) ON BEHALF OF CONTRACTOR AND FOR THE CONVENIENCE OF CONTRACTOR, AND CONTRACTOR DOES NOT PROVIDE ANY INDEPENDENT WARRANTY WITH REGARD TO THE THIRD-PARTY MATERIAL. CONTRACTOR HEREBY DISCLAIMS

ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE THIRD-PARTY MATERIAL, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. In the event Contractor receives a warranty from a third party manufacturer, distributor, or developer covering any Third Party Material, Contractor shall assign or pass through such warranty to Authority, and shall cooperate with Authority in securing and enforcing Authority's rights under such warranty.

6. If the Authority terminates the Contract, the Authority shall pay Contractor for all Work performed and delivered, plus approved expenses. Such amount shall be paid within thirty (30) days of the date of the termination.

7. In no event shall either party be liable for incidental, direct, consequential or punitive damages, loss of use, loss of profits, or business interruption damages, even if the Parties may be aware of the possibility of such damages. In no event shall either party's total liability arising from or connected with this Agreement exceed \$500,000. The foregoing limitation of liability will apply notwithstanding any other contrary provision of any agreement between the parties, and regardless of the form of action, whether in contract tort, warranty indemnity or otherwise.

8. Contractor has developed, improved, or licensed various proprietary materials, including (1) software development tools, know-how, methodologies, processes, technologies, and algorithms, which Contractor uses in performing Contractor's obligations pursuant to the Contract, but which are not delivered with the Work ("Contractor Tools"); and (2) generic products or formats which constitute the basis of the templates, modules, forms, and graphics, which are delivered with the Work ("Contractor Templates"). Contractor retains its ownership and rights in the Contractor Tools, Contractor Templates, and all improvements thereto, including any improvements that may be developed in the course of performing Contractor's obligations under this Contract. Information specific to Authority, including Authority's marks, specifications, or confidential or proprietary information shall never be included in, or considered to be a part of the Contractor Tools, Contractor Templates, or any improvements thereto. Contractor grants to Authority a nonexclusive, perpetual, worldwide, royalty-free license to reproduce, modify, and use the Contractor Templates, as delivered in the context of the Work and for the purposes set forth in the Contract.

9. Any and all references in the Contract to "consent" or "approval" from the Authority shall not be unreasonably withheld, conditioned or delayed, including but not limited to Contractor's desire to change the Project Manager pursuant to Section 10 or subcontract any of the Work pursuant to Section 13 of the Contract.

10. During the term of the Contract and for three years thereafter, neither Contractor nor the Authority shall hire, directly or indirectly, in an individual capacity, or solicit for employment or for retention or engage as an independent contractor in an individual capacity, any employee of the other party who performed services in connection with the Contract, without the written consent of other party.

11. If there is a conflict between this Amendment and Contract, the terms of this Amendment shall control.

Sweetwater Authority

The RoviSys Company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

5 Conclusion

In conclusion, as Enterprise Automation's Inside Sales Manager, I hereby submit our proposal which includes this cover letter and our Statement of Qualifications. I can be reached at our main number, 949-769-6000 ext. 124, via cell phone at 949-378-7087, or via email at alex.stipe@eaintegrator.com.

My contact address is:
Enterprise Automation
210 Goddard
Irvine, CA 92618

This proposal is valid for a 90-day period from the date of submittal, December 03, 2019.

Again, we appreciate your consideration.

Sincerely



Alex Stipe
Inside Sales Manager
Enterprise Automation

Statement of Qualifications Score Form

General (RFQ p.165-166), Minimum Required Qualifications for Proposers			EA, Qualifications Met (Yes or No)	RS, Qualifications Met (Yes or No)
SOQ Requirement and Board Packet Page Reference	Proposal Reference Page(s) in Board Packet		EA, Qualifications Met (Yes or No)	RS, Qualifications Met (Yes or No)
	EA (p.31-p.35)	RS (p.130-p.144)		
1. The Consultant's primary business, or the primary business of a department within the Consultant's firm, shall be SCADA Integration service for public and municipal entities. (p. 165)	p.31	p.137, p.138, p.139		
2. The Consultant (as a firm) shall have been in the business of SCADA Integration for at least 10 years. (p.165)	p. 31	p.130		
3. Consultant's lead engineer shall have at least 10 years of hands-on experience designing and implementing SCADA systems based on the Schneider Electric Citect SCADA platform and Schneider Electric PLC hardware, or equivalent. (p.165)	p.31	p.144		
4. Consultant shall provide a single Project Manager/Program Manager as the primary point of contact for all work assigned by the Authority. This Project Manager must have at least 5 years (total, with current firm or other employers) of experience in control systems integration. (p. 166)	p.32	p.144		
5. Preference will be given to Consultants whose place of business is located in the United States and within a 24-hour commute of the Authority's Administrative office at 505 Garrett Avenue Chula Vista, CA. The engineering expertise and work must be based in and be performed in said offices. (p.166)	p.32	p.131		
6. The Consultant shall provide panel fabrication services, either in-house or through a subcontractor. The panel fabrication facility shall be located in the United States. (p.166)	p.33	p.141, p.143		
7. Consultant shall have the capability of training operations and maintenance personnel in industrial control systems application. (p.166)	p.34	p.138, p.141		
8. Consultant shall have experience with performing review of facility construction documents as they relate to SCADA. (p.166)	p.35	p.138, p.139		

Must meet the eight (8) qualifications above to propose.

Experience and Technical Competence			EA Score	RS Score
SOQ Requirement and Board Packet Page Reference	Reference Page(s) in Board Packet			
	EA	RS		
<i>Certifications (p.166-p.167, p.185)</i>	p.39-p.40	p.135		
1a. Citect SCADA Certified Expert (CSCE) or Citect Certified Engineer (CCE). (p.166) "NEGOTIABLE REQUIREMENT"	p.39	N/A		
1b. Networking Certified Professional (NCP). (p.166) "NEGOTIABLE REQUIREMENT"	p.39	p.135		
1c. Unity Pro Certified Professionals (UCP). (p.166) "NEGOTIABLE REQUIREMENT"	p.39	N/A		
2a. Wonderware Certified System Platform certification. (p.166, p.167) "NEGOTIABLE REQUIREMENT"	p.39	N/A		
2b. Wonderware Certified Historian Developer. (p.166, p.167) "NEGOTIABLE REQUIREMENT"	p.39	N/A		
3. VMware Professional Certification in Data Center Virtualization or Network Virtualization. (p.167) "NEGOTIABLE REQUIREMENT"	p.40	p.135		
4a. Department of Homeland Security's Industrial Control Systems Cyber Security (301) training. (p.167) "NEGOTIABLE REQUIREMENT"	p.40	N/A		
4b. Palo Alto Networks: Accredited Configuration Engineer (ACE) or Certified Network Security Engineer (PCNSE). (p.167) "NEGOTIABLE REQUIREMENT"	p.40	N/A		
5. Consultant has at least one engineer who is licensed as a Professional Engineer in Electrical Engineering in the State of California. (p.167)	p.40	N/A		
<i>Experience (p.167-p.168, p.185)</i>	p.41-p.44	p.139-p.148		
1a. Citect SCADA HMI. (p.167)	p.41	N/A		
1b. Ampla operations management software. (p.167)	p.41	N/A		
1c. Virtualized SCADA infrastructure using VMware. (p.167)	p.41, p.42	N/A		
1d. Modicon M340 or M580 PLCs with Unity Pro programming. (p.167)	p.42	p.147		
1e. Modicon M580 PLCs with remote I/O. (p.167)	p.43	N/A		
1f. User security implemented through Microsoft Active Directory Domain Controller. (p.167)	p.44	N/A		

Experience and Technical Competence (Continued on next page)

Experience and Technical Competence (Continued)		EA Score	RS Score
	Reference Page(s) in Board Packet		
<i>Additional Requirements in SOQ (p.186)</i>	p.49-p.53, p.115	p.140-p.143	
2. In order to provide the Authority with an understanding of the Consultant's commitment to manufacturer training and certification, provide details of any current manufacturer certifications that have been awarded to individual staff. Include all training and certification certificates in an appendix.	p.70-p.115	N/A	
3. As noted in the RFQ, the Authority will provide a Test Platform for the Consultant's use. Provide details of similar environments the Consultant has used for other clients. For each system, include details such as system architecture, technologies utilized, system size, and how the system was used by the Consultant and/or the client.	p.49	N/A	
4. The Authority will require the Consultant to implement the Authority's source control system and use it to manage all code and configuration across the facilities. Provide details of systems that perform this function that the Consultant has deployed for other clients. Include details such as the software used and the functionality of the system.	p.50	N/A	
5. The Authority will require the Consultant to implement the Authority's documented change control system to manage changes required to the SCADA system. Provide details of change control systems that the Consultant has implemented for other clients. Include details such as the software used and the functionality of the system.	p.51	N/A	
6. The Authority will require the Consultant to establish a tiered technical support system as described in the RFQ. Provide details of similar services provided to clients including written procedures for accessing technical support if they exist.	p.52	p.139, p.140	
7. Provide details of clients for which the Consultant currently serves as an extension of staff managing their SCADA system and implementing new features as needed. State the number of continuous years you have been under direct contract with each client.	p.53	p.140-p.143	
Total score of 45 points available for this section			

Qualifying Projects		EA Score	RS Score
	Reference Page(s) in Board Packet		
SOQ Requirement and Board Packet Page Reference	EA	RS	
RFQ p.185	p.45-p.47	p.140-p.143	
Total score of 45 points available for this section			
Consultants Organization and Key Personnel		EA Score	RS Score
	Reference Page(s) in Board Packet		
SOQ Requirement and Board Packet Page Reference	EA	RS	
RFQ p.186	p.54, p.60-p.69	p.144-p.148	
Total score of 10 points available for this section			
Total Score (Maximum of 100 points)		EA Score	RS Score

Statement of Qualifications Score Form

General, Minimum Required Qualifications for Proposers

**EA, Qualifications
Met (Yes or No)**

**RS,
Qualifications
Met (Yes or No)**

Must meet all qualifications in section to propose.

Experience and Technical Competence

EA Score

RS Score

Total score of 45 points available for this section

Qualifying Projects

EA Score

RS Score

Total score of 45 points available for this section

Consultants Organization and Key Personnel

EA Score

RS Score

Total score of 10 points available for this section

Total Score (Maximum of 100 points)

EA Score

RS Score