

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
9/13/2016

SUBJECT:	SUBMITTED BY:
Execution of a Contract for Professional Services for Cross Connection Control Program	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested authorizing the execution of a three-year contract with a provision for a possible two-year extension for professional services for a Cross Connection Control Program to Backflow Solutions, Inc. of Alsip, Illinois in the amount of \$196,750.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The total cost for 2016 for this contract will be \$16,395.84. The FY16 budget includes \$20,000 in the Water Fund for the 2016 portion of this contract. The remaining costs will be budgeted in 2017, 2018 and 2019.

RECOMMENDATION

Approval on the September 13, 2016 consent agenda.

BACKGROUND

The Village is required to enforce sections of the Illinois Plumbing Code and Illinois Environmental Protection Agency rules that mandate the use of backflow prevention devices to eliminate cross connections. A cross connection is a point in the water system when a non-drinking water substance can possibly come in contact with drinking water. For example, connections such as lawn irrigation systems, boilers, cooling towers or chemical aspirators can enable contaminants to enter drinking water lines via backflow. Backflow is the unwanted reverse flow of non-potable water back into the water system. Backflow can allow bacteria, chemicals or physical contaminants to enter the water system if cross connections are uncontrolled.

Periodic surveys and inspections of properties are required as part of the Village's overall backflow prevention program, ensuring that proper corrective actions are taken to eliminate cross connections. The work to be completed under the proposed contract involves using a professional services firm to prepare educational and program development materials, and to conduct related surveys and inspections. The scope of work includes:

- Preparation of educational materials that may be distributed by the Village or on the Village's behalf. The materials are to provide accurate information on the State of Illinois' and Village of

Downers Grove's cross connection control regulations. Separate materials will be developed for residential and non-residential properties. Materials will be prepared in electronic and paper formats.

- Assist with the preparation of a policy manual that details the implementation of the program, processes for performing surveys, and what is necessary to receive and maintain records.
- Preparation of program documents including letters, survey forms and on-site inspection reports.
- Completion of on-site isolation and containment inspections of non-residential properties in accordance with State of Illinois EPA and Department of Public Health requirements.
- Conduct a mailed survey of all residential water customers every other year beginning in 2017 to identify potential cross connections as required by the State of Illinois EPA. An online electronic survey is required to be offered as a convenience for our residents.

In March 2016, the Village issued a Request for Proposals (RFP) for Professional Services for this project. Two firms responded to the RFP. After reviewing the proposals, Backflow Solutions was identified as the firm whose proposal best met the needs of the Village. They have successfully performed similar work for hundreds of communities across the country. Locally, they provide these services for the communities of Naperville, Aurora, Joliet, Woodridge, Lisle, Westmont, Oak Brook, Glenview and Schaumburg. The key criteria utilized by staff in evaluating the proposals included experience, qualifications of assigned staff, the firm's approach to the project and cost.

ATTACHMENTS

Contract Documents

BSI Online

March 17, 2016

Ms. Theresa Tarka
Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

RE: Cross-Connection Control Program Mgmt. Services

Dear Theresa,

I would like to thank you on behalf of Backflow Solutions, Inc (BSI) for the opportunity to submit a proposal to the Village of Downers Grove with regard to your backflow program. As the current administrators of the Village's backflow tracking program, we are honored for the opportunity to provide additional services to your community.

Based on the specifications in your RFP, BSI is uniquely qualified to provide the cross-connection related services requested. We possess over 15 years' experience in all aspects of backflow management. Our staff is experts in crafting ordinances and conducting public education. BSI is also well versed in performing backflow inspections, having performed over 20,000 in recent years. Coupled with the backflow tracking services currently being provided by BSI to Downers Grove, we are able to provide both a comprehensive and seamless implementation of the Village's plan.

BSI is a corporation, headquartered in Illinois, with offices throughout North America. We currently administer backflow programs across the country. Along with Downers Grove, we administer close to hundred communities in the six collar counties, including Woodridge, Naperville, Aurora, Westmont, Oak Brook, Darien and Lisle. We are well versed in IEPA regulations pertaining to cross-connection control inspections and surveys.

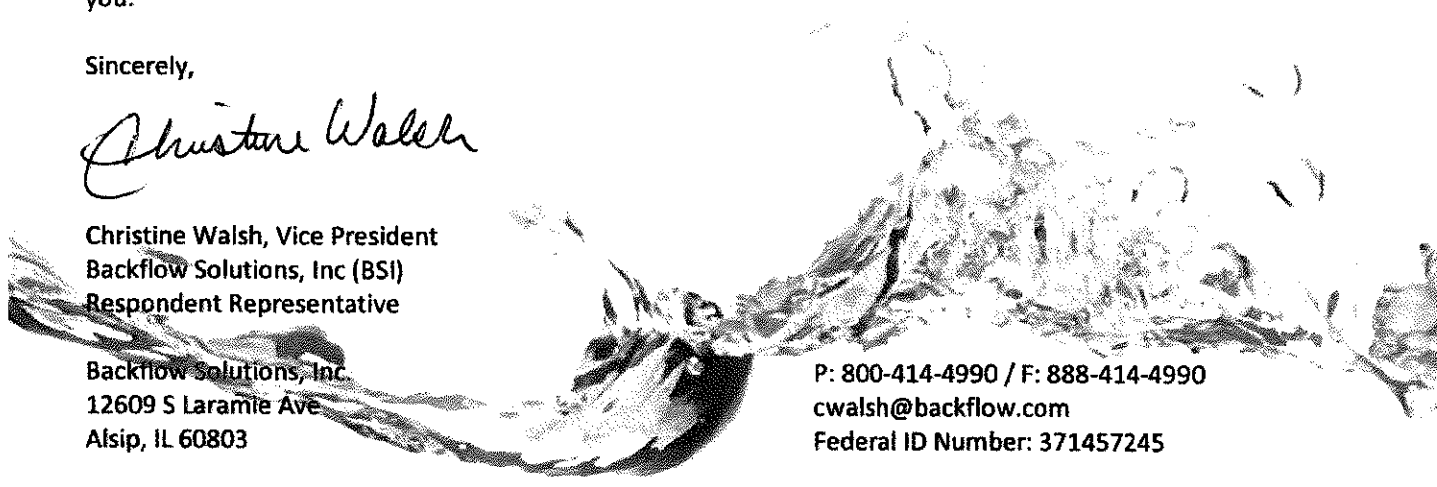
Again, we greatly appreciate the opportunity to expand our relationship with Downers Grove. Our staff is ready to implement your program and we will meet all of the specified times as per the RFP. We look forward to working with you in protecting the drinking water for the citizens of Downers Grove. Thank you.

Sincerely,



Christine Walsh, Vice President
Backflow Solutions, Inc (BSI)
Respondent Representative

Backflow Solutions, Inc.
12609 S Laramie Ave
Alsip, IL 60803



P: 800-414-4990 / F: 888-414-4990
cwalsh@backflow.com
Federal ID Number: 371457245

BSI Online

Executive Summary

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Executive Summary

Backflow Solutions, Inc. (BSI) is the nation's premiere backflow management firm. In the following summary, we will provide a brief overview as to our firm's qualifications, our methodology and blueprint for providing the proposed services, an implementation plan and lastly, an account as to why BSI is the right firm to administer the City's backflow program.

Downers Grove, IL Project

BSI is grateful for the opportunity to bid this project. Our goal will be to provide all services requested in the RFP, including the development of a policy manual implementation of a public education program, conducting non-residential cross-connection control inspections and conducting a mail survey program in accordance with IEPA regulations.

Qualifications

Founded in the mid 90's, BSI currently manages and oversees backflow programs across the United States. We are proud to count among our staff: a founding member of the American Backflow Prevention Association (ABPA), former water operator and state plumbing inspector, a NICET IV fire protection engineer, a mechanical engineer, licensed plumbers / backflow assembly testers, MBA's and University of Florida TREEO / Backflow Management certified personnel . Our team members serve in countless backflow organizations, such as the ABPA, AWWA, APWA, NFSA and local rural water associations. We also provide countless hours of continuing education classes through the AWWA with regard to backflow administration.

For over six years, BSI has worked for the Village of Downers Grove as the administrators of your backflow tracking program. We have also previously, and successfully, conducted inspectional services for the Village as described in the RFP.

What distinguishes BSI?

BSI is, without question, the nation's leader in backflow program management. The key distinction of BSI over any competitors is our infrastructure. Our company is built on a foundation of industry professionals. Unlike competitors that offer backflow inspections or management as more of a "side" service, BSI is 100% dedicated to performing expert cross-connection control inspections and administering backflow programs. From our knowledgeable inspectors to our friendly customer service staff, we strive to ensure that you project is completed in a completely professional and timely manner.

BSI is highly experienced in seamlessly conducting backflow inspections / surveys in communities of all sizes, including many with 100,000+ populations. We have performed over 20,000 backflow inspections throughout North America.

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Implementation

BSI takes great care to ensure that your program is implemented seamlessly. This includes comprehensive meetings with your team to ensure we are following all proper regulations for your community. The BSI team will assist you in crafting a strong policy manual and in communicating the necessity of a backflow program to your constituency. We make sure to notify your customers prior to inspectors ever setting foot on their property, and believe in taking whatever time necessary to educate your constituents on the "what's and why's" of backflow. With BSI, you can be assured that we will conduct ourselves professionally and will provide superior representation of your community.

BSI is also adept at performing IEPA mail surveys, and in working with communities to implement strong educational programs, ensuring comfortability for your water customers.

Why BSI?

We understand when choosing to outsource services, it is imperative to make an informed decision. Inevitably, it comes down to a matter of trust and capability; for instance, is this firm going to continue to provide the same exceptional level of service that we expect in our community and is the firm capable and experienced enough to deliver on services promised?

At BSI, we consider our customers to be members of our family. We hold in high regard the trust that each of our municipal partners places in us to assist them in protecting their precious water resources. The strong relationships we have forged with our municipal partners, backflow testing companies and local water customers is why BSI has been chosen time and time again, in communities across North America. We sincerely look forward expanding and continuing our relationship with Downers Grove. Thank you for the opportunity to be a part of your community.

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Narrative of Services

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Narrative of Services

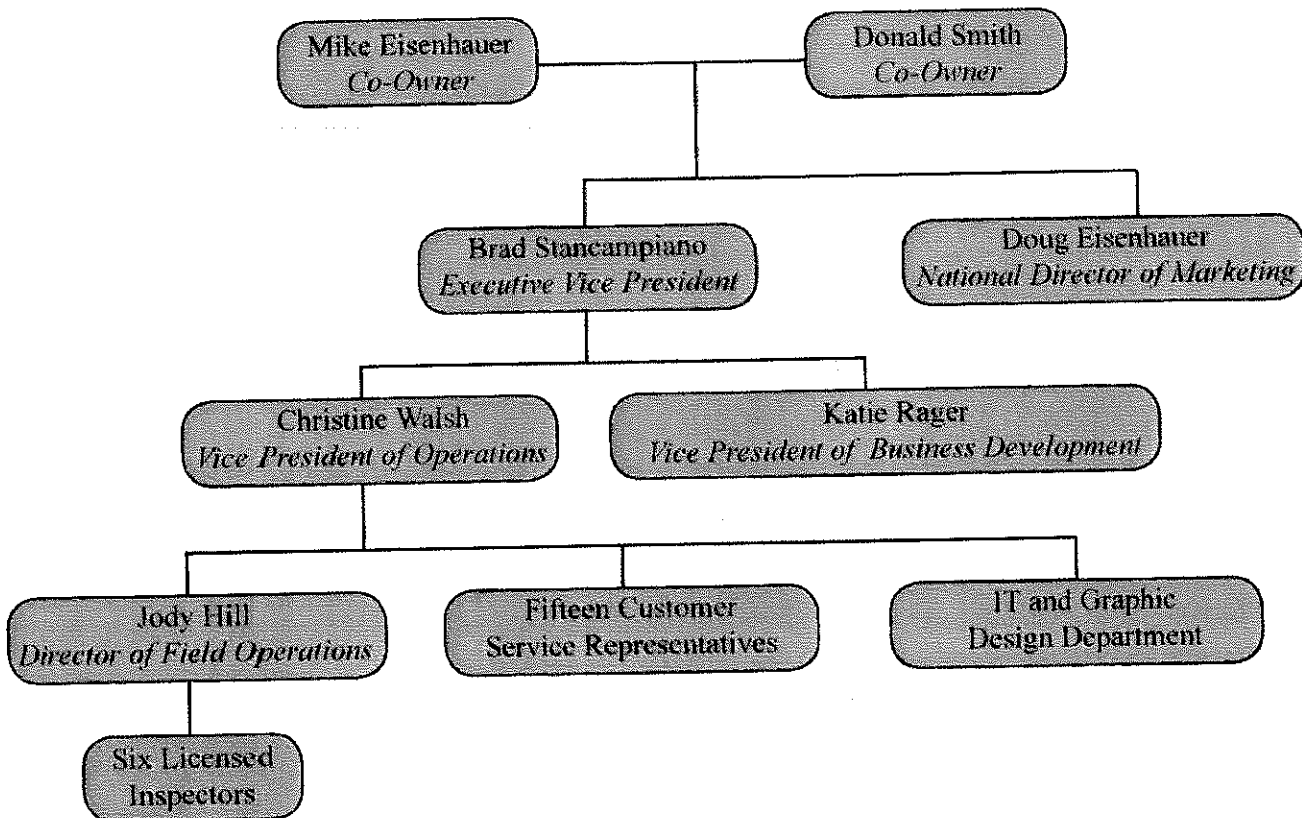
Company Organizational Chart

The Backflow Solutions, Inc. (BSI) Team has been assembled from industry professionals. Each of the key personnel were hand-picked based on criteria such as knowledge and experience, with the goal of producing a collective team that would be able to meet all the needs of a municipal backflow program.

Proposed Team:

BSI maintains a highly trained customer service staff that will be assisting your customers, licensed plumbers and backflow inspectors, and an in-house IT / Graphic Design department. The City will be assigned two direct contact liaisons: Christine Walsh for day to day operations and Jody Hill for technical questions.

Organization Chart



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Operational Plan

Introduction

Thank you for the opportunity to continue our relationship with the Village of Downers Grove. The following document highlights our proposed plan to conduct the items as specified in the RFP-0-19-2016, and is broken down into two phases: Development and Implementation.

Phase One: Development

The Development Phase is designed to establish the basis for your program. This entails the development of educational materials that properly explain the ins and outs of backflow to your water customers, as well as building a strong policy manual which will serve as the overall blueprint for your program moving forward.

Education

A unique distinction of BSI can be found in our in-house, graphic design team. We have the flexibility and knowledge to design and implement an education program that will be tailored to the Downers Grove community. We can do everything from:

- Custom Brochures and Pamphlets
- Informational Letters and Power Point Slide Shows
- Online Web Pages and FAQ Pages
- Posters

All educational materials are designed to meet your needs and are always submitted to the Village for approval prior to distribution.

Policy Manual

The BSI team is incredibly adept at developing policy manuals. The ultimate goal of this document is to lay the foundation for your backflow program, from inspections to enforcement, which is why we work closely with Village staff to develop a plan that fits with your community. We take the time to construct and review each document associated with your backflow program, including survey / inspection forms, correspondence, enforcement letters, etc.

Visit bsiprograms.com/customers and use your Customer Confirmation Number (CCN) located in the upper right hand corner of your letter to:

- Find a backflow testing company in your area
- See if your testing company has submitted your test results
- Find more information about backflow prevention requirements

bsiprograms.com/customers

Keeping Your Water Safe

For more information about cross-connections, backflow and for what you can do to protect your family's drinking water please contact:

BSI Online
 P.O. Box 246
 Morris, IL 60457
 Toll Free: 800 414-4999
 Tel: 312 414-4999

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Phase Two: Implementation

The Implementation Phase of your program is where the program is introduced to the public and the field work begins. As your current backflow program manager, BSI is intimately familiar with your community. This will help to provide a seamless implementation, as we have been working closely with your local business and residents for years.

Field Team Leader

We wanted to take this opportunity to introduce you to our Director of Field Operations, Jody Hill. Jody has over 20 years' experience in the backflow industry, and he will be directly overseeing the inspection personnel working in your community.

Jody's credentials include:



- Bachelor of Science in Mechanical Engineering
University of Southern Mississippi
- University of Florida TREEO Certification in
Surveys / Inspections and Program Management
- Licensed Cross-Connection Control Device Inspector
- Former Water Operator

All BSI inspectors that will be conducting inspections in your community are IL licensed plumbers and backflow inspectors. They are extensively trained in IL rules and regulations, and are professional and courteous.

Introductory Letter and Education

Per the RFP, BSI will prepare an introductory letter, to be sent via U.S. Mail to all designated water customers. The letter will serve to educate your water customers about backflow, their responsibilities and the survey process.

Also pursuant to the RFP, BSI will provide, via U.S. Mail, an educational brochure to each residential and non-residential property on an annual basis. These brochures will be customized to Village specifications during the development phase.

As always, all correspondence will be submitted for Village approval prior to distribution.

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Inspections

BSI licensed, inspection personnel will conduct isolation / containment inspections of all non-residential connections as specified in the RFP. All BSI inspectors possess current IL Plumbing Contractor and CCCDI licenses, and meet all requirements to perform such work in the State of Illinois.

Start-Up Meeting

Prior to putting boots on the ground, BSI will meet with the Village to discuss procedures and implementation. It will allow us an opportunity to introduce to you the inspectors that will be working in your community, and to ensure that everyone is on the same page.



BSI will also use this opportunity to prioritize in inspection schedule, predicated on a High / Low Hazard classification system (in accordance with IEPA regulations).

Inspections

BSI inspectors conduct physical inspections of each non-residential property, as this is the one and only way to eliminate all cross-connections and protect against backflow and back siphonage, as well as to identify any and all cross-connections, ensuring that proper corrective actions are taken to eliminate all cross-connections. All inspections are conducted in accordance with:

*Illinois Environmental Protection Agency (IEPA)
Title 35, Subtitle F, Chap II, Subpart H, Section 653.801-803
Illinois Department of Public Health
Illinois Plumbing Code – Section 890.1130*

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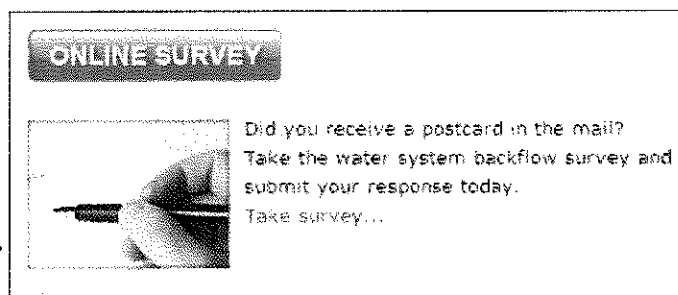
Inspections would be performed as follows:

- All non-residential water customers are notified 15-30 days prior to inspections via U.S. Mail. Notifications are sent with the Water District's logo (all postage paid).
- BSI will perform full inspections of non-residential properties.
- Full surveys will be conducted simultaneously with the inspection schedule to locate any existing backflow assemblies, including all pertinent information for each device. Inspectors will also note any noticeable plumbing irregularities.
- Photograph and supply digital photographs cross-connections and potential cross-connection hazards.
- Upon completion of each phase of the inspection, detailed inspection reports for each non-residential water customer are provided to the Water District. Each report will indicate any corrective actions needed, if the customer is in compliance with current code, or if no cross-connections exist. BSI will also provide up to three (3) notices to each water customer indicating the results of the inspection and detailing any corrective action needed. All enforcement will be conducted in good faith by the Village.

You can be assured all inspections will be conducted in a professional and thorough manner. BSI takes great care to make sure that the Village is involved in each aspect of this endeavor, and that our inspectors take whatever time is necessary to educate your water customers.

Mailed Surveys

As per the RFP, and in accordance with IEPA regulations, BSI will conduct mail surveys to identify potential cross-connections. BSI will work with the Village to customize survey forms, and will mail said forms, as specified, to all water customers ~~(50% per year, beginning in 2017)~~ SB DE



BSI is proud to have pioneered the marriage of backflow prevention and technology. Part of this union is the implementation of an online tool for water customers to file survey results electronically .

BSI will catalog all survey responses and provide a comprehensive breakdown to the Village.

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Summary

BSI is committed to providing Downers Grove with a comprehensive backflow program. Having worked closely with the Village for many years, we are most suited to provide a seamless implementation of the requested services. Whether educational materials or inspections, BSI will conduct each phase of your program with the same professionalism that we have displayed during the tenure of our relationship.

We look forward to further serving the Village of Downers Grove. Thank you for allowing us to be a member of your community.



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Cost Proposal

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References

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Cost Proposal

BSI proposes to conduct the services described in the RFP, which includes:

- Review and development of Policy Manual.
- Assist the Village with public education and the development of pertinent education materials. Includes annual distribution of educational material as specified.
- Start-up meeting for the inspectional component to review practices and procedures.
- Conduct physical inspections of all non-residential properties listed in the RFP to identify potential cross-connections, inventory existing backflow assemblies and specify any necessary corrective actions. All inspections to be completed per the requested time frame (approx. 1/3 each year).
- Mail survey as specified, ~~50% per year~~ *50%*

(Please note – all services are described in greater detail within the Narrative of Services Section).

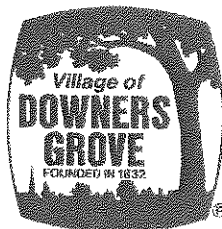
Total direct cost to the Village for the services described in this proposal and the RFP will be:

~~\$347,750.00~~ *\$196,750*

Please note – BSI is amendable to establishing a payment schedule that would be suitable to the Village. This can be monthly, starting with the commencement of the project, or annually (essentially broken up over 2017, 2018 and 2019, with a prorated amount for 2016, contingent on commencement date).

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Per the RFP, here are a municipal clients within a 100 mile radius of Downers Grove for whom BSI has performed similar services to those outlined.



Village of Downers Grove
 (Population 49,000)
 Stan Balicki – 630-434-5474
 sbalicki@downers.us



Village of Glenview
 Population 45,000
 Robyn Doescher – 847-904-4541
 rdoescher@glenview.il.us



City of Aurora
 Population 199,000
 Daryl Devick – 630-256-3200
 ddevick@aurora-il.org



Village of Oak Brook
 Population 8,041
 Pat Toland – 312-303-1234
 ptoland@oak-brook.org



Village of Lincolnwood
 Population 12,697
 Ashley Engelman – 847-745-4859
 aengelmann@lwd.org

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Broward County, FL
(Pop. 1,700,000)

Keith McCawley | 954-831-0977
kmccawley@broward.org

City of Pompano Beach, FL (Pop. 100,000)

Randolph Brown | 954-545-7044
randolph.brown@copbfl.com

Liberty Utilities, AZ
(Pop. 300,000)

Matthew Garlick | 602-757-2821
matthew.garlick@libertywater.com

City of Thornton, CO
(Pop. 120,000)

Bob Gardner | 303-538-7313
Bob.Gardner@cityofthornton.net

Town of Davie, FL
(Pop. 95,000)

Don Bayler | 954-327-3741
don_bayler@davie-fl.gov

City of Round Rock, TX
(Pop. 110,000)

Eric Warnke | 512-341-3177
ewarnke@roundrocktexas.gov

City of Naperville, IL
(Pop. 145,000)

Lori Albright | (630) 305-3781
albrightL@naperville.il.us

Urbandale Water Utility Urbandale, IA
(Pop. 45,000)

Richard Kerby | 515-278-3900
rkerby@urbandalewater.org

City of Toledo, OH
(300,000)

Toni Thomas | (419) 936-2840
tonette.thomas@toldeo.oh.gov

City of Cleveland, OH
(Pop. 400,000)

Roshelle Moore | 216-664-2444
roshelle_moore@clevelandwater.com

Indian River County, FL
(Pop. 130,000)

Terry Southard | 772-226-3404
tsouthard@ircgov.com

Lee County, FL
(Pop. 600,000)

Anne Cyganiak | 239-533-8581
acyganiak@leegov.com

City of Boca Raton, FL
(Pop. 85,000)

Lauren Burack | 561-338-7306
backflow@myboca.us

City of Longview, TX
(Pop. 81,000)

Michelle Cothron | 903-237-2782
mcothron@longviewtexas.gov

Village of Orland Park, IL (Pop. 58,000)

George McLaughlin | 708-403-6350
gmclaughlin@orland-park.il.us

Village of Lisle, IL
(Pop. 21,000)

Justin Ross | (630) 271-4181
JRoss@villageoflisle.org

City of Akron, OH
(Pop. 200,000)

Melissa Longfellow | 330-375-2690
mlongfellow@akronohio.gov

City of Flagstaff, AZ
(Pop. 61,000)

Justin Emerick | 928-213-2118
jemerick@flagstaffaz.gov

City of Fort Collins, CO
(Pop. 150,000)

Dwight Dufloth | 970-416-2165
ddufloth@fcgov.com

City of Joliet, IL
(Pop. 147,000)

Michelle Cole | 815-724-4200
mcole@jolietcity.org

Village of Schaumburg, IL
(Pop. 75,000)

Tim Molitor | 847-923-6606
tmolitor@ci.schaumburg.il.us

City of Carrollton, TX
(Pop. 120,000)

Brian Little | 972-466-3476
brian.little@cityofcarrollton.com

Village of Woodridge, IL
(Pop. 30,000)

Christopher Bethel | 630-719-4753
cbethel@vil.woodridge.il.us

Village of Westmont, IL
(Pop. 26,000)

Mike Ramsey | 630-981-6272
mramsey@westmont.il.gov

City of Ankeny, IA
(Pop. 45,000)

Amanda Hayden | 515-963-3538
ahayden@ankenyiowa.gov

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Exhibits



MAKING EASY.

Golden Technologies' Administrators offer the following information for the onsite Data Center located in Valparaiso, IN. The GT Data Center incorporates the best practices in security and redundancy, including backup power, state-of-the-art environmental controls, and 24/365 monitoring and various levels of support. Only authorized personnel are permitted in the center.

SSL Encryption: 2048 bit RSA keys with AES-256 bit encryption (if the browser supports it).

Firewalls: All traffic in and out of our datacenter goes through dedicated firewall devices that utilize industry proven filtering technologies. In addition to this we firewall traffic that passes between the isolated internal subnets.

Further detail:

- Storage Area Network – Golden Technologies uses a robust server farm with true data redundancy and imaging software where applicable. Offsite data storage is utilized for complete security.
- Audit Systems – Random and periodic audits are run on the hardware and software infrastructure. This is to ensure the overall integrity of each component used in the Data Center.
- Environmental Systems – Golden Technologies has redundant HVAC units that are monitored with real-time remote temperature sensors. Temperatures are set for an optimal equipment running environment. In the event that the temperature exceeds or diminishes, the alarm is triggered and the appropriate steps are taken to rectify the situation.
- Electrical Systems – Golden Technologies has an individual circuit dedicated to the Data Center for complete itemized power consumption via the local area gas and power utility company. As a redundant layer of power, a gas powered generator is used for immediate and seamless energy if an outage would occur. Additional power assistance is supplied through more than 25 UPS' that are deployed in the Data Center.
- Internet Redundancy – Four Internet T1 data lines are the primary connection to the Data Center for Internet connectivity. As a secondary measure a broadband connection is in place as a failover connection. Both lines are monitored and load balanced 24/365.
- Surveillance Systems – Secure IP based video cameras are placed throughout the Data Center and surrounding the property. These cameras are reviewed remotely and real-time 24/365. The data from the video is kept and backed up in case of a need to review past video. No external access is available unless deemed necessary.
- Human Monitoring – Golden Technologies' system administrators are on call and onsite 24/365 for complete "onguard" support. In case of an emergency a technician will notify our support group and the proper channels of issue resolution will be executed.

For further details and more information about securing your data or application in the GT Data Center, please email quotes@golden-tech.com or call Sam Sawaya, 866.806.7127 ext 218.

866.806.7127 www.golden-tech.com

CHICAGO
600 N. Fairbanks Court
Chicago, IL 60611

NORTHWEST INDIANA
2402 Beech Street
Valparaiso, IN 46383

SOUTHWEST FLORIDA
5660 Strand Court
Naples, FL 34110

MICHIANA
22500 Lincolnway West
South Bend, IN 46628



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Bid Documents

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REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Professional Services of Project Management for Cross
Connection Control Program
Proposal No.: RFP-0-19-2016/TT
Proposal Due: March 17, 2016, 11:00 a.m.
Pre-Proposal Conference: NA

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: March 4, 2016

Date Issued: March 4, 2016

This document consists of 25 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the
Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

BSI Online

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **March 17, 2017, 11 a.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

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8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

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Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

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the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

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bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1 Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s)' failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAILED SPECIFICATIONS

PROFESSIONAL SERVICES OF PROJECT MANAGEMENT FOR CROSS CONNECTION CONTROL PROGRAM

BACKGROUND: The Village of Downers Grove (Village) owns and maintains a water utility. The utility's roughly 49,000 customers are located within the Village of Downers Grove and surrounding unincorporated areas of DuPage County. The Village is required to enforce sections of the Illinois Plumbing Code and Illinois EPA mandating the use of backflow prevention devices to eliminate cross connections.

The Village's customer database contains more than 16,700 water meters. The current database of backflow devices contains 2,569 devices at 1,321 locations. The Village is interested in a scalable and flexible project approach and pricing structure for this work. It is expected that a small segment of utility customers will be surveyed and isolation/containment inspections completed in 2016 as work ramps up for the future years of the contract.

SCOPE OF WORK:

The Village of Downers Grove is seeking a reputable firm to develop and implement a cross connection control program.

The development phase of the cross connection control program shall consist of two components, the creation of educational materials and program implementation documents. Educational materials shall consist of the creation of educational materials for residential and non-single family residential utility customers in the form of pamphlets, informational letters, and posters. Program implementation materials shall include but not be limited to the drafting of a policy and procedure manual for the cross connection control program, inspection forms, surveys, and notifications.

The implementation phase of the cross connection control program shall begin after the development phase of the cross connection control program. Implementation of the cross connection control program shall consist of mailed surveys for residential and non-residential properties, and on-site inspections of non-residential properties.

Enforcement of the regulations shall be the sole responsibility of the Village of Downers Grove.

DEVELOPMENT OF THE CROSS CONNECTION CONTROL PROGRAM:

Educational Materials

The contractor shall draft educational materials that may be distributed by the Village and/or on the Village's behalf by the contractor. Educational materials shall, at a minimum, provide accurate information on the State of Illinois' and Village of Downers Grove's cross connection control regulations, the Village of Downers Grove's cross connection control program, backflow prevention devices, and potential cross connections. Separate materials shall be developed for residential and non-residential properties.

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Educational materials shall be developed in several formats. The formats shall include, but not be limited to: informational letters, pamphlets, PowerPoint slide shows, and posters. Educational materials shall be presented to the Village in paper and in electronic format.

Materials shall be approved by the Director of Public Works or her designee prior to release. Failure to receive approval shall be viewed as a breach of the agreement and could result in termination of the agreement with no further ability to cure by the contractor. The final draft of educational materials shall be delivered to the Director of Public Works or her designee no later than 30 business days from the date of award.

Program Implementation Materials

Policy Manual – The contractor shall prepare a policy manual on behalf of the Village of Downers Grove. The policy manual, which shall be developed in conjunction with Village staff, shall detail the implementation of the program, processes for performing surveys, and what is necessary to receive and maintain records. The first draft of the policy manual shall be delivered to the Director of Public Works or her designee no later than 20 business days from the date of the countersigned Agreement.

Program Documents – The contractor shall prepare all program documents. Program documents shall include, but not be limited to: survey forms, on-site inspection reports, correspondence, as well as notifications of non-compliance.

A final draft of the policy manual shall be delivered to the Director of Public Works or her designee no later than 40 business days from the date of the countersigned Agreement.

IMPLEMENTATION OF CROSS CONNECTION CONTROL PROGRAM:

It is expected that program educational and implementation materials will be completed initially, and that a small segment of utility customers will be surveyed and isolation/containment inspections completed in 2016 as work ramps up for the future years of the contract.

Contract Staff

The contractor shall identify the project manager which shall serve as the Village of Downers Grove's primary point of contact and provide oversight of the contractor's employees. The project manager shall be certified as an Illinois Cross Connection Control Device Inspector, and also certified as a Cross Connection Control Manager and Survey Inspector by TREEO or University of Southern California or approved equal or better. The project manager shall have a minimum of 10 years of experience in program management. The project manager shall be the liaison between the Village and the contractor.

Introductory Letter

The contractor shall provide notifications by U.S. Mail to all designated water customers. Notification shall include information about the cross connection control program and the customer's responsibilities prior to the initiation of the survey process for residential and non-residential properties. Prior to distribution, letters shall be approved by the Director of Public Works or her designee.

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The contractor shall provide via U.S. Mail an educational brochure to each residential and non-residential property once each year. The brochures shall contain information about cross connection control and backflow prevention. Prior to distribution, educational materials shall be approved by the Director of Public Works or her designee.

Isolation / Containment Inspections

The contractor shall perform on-site inspections of non-residential properties. The contractor shall observe, report, and notify properties of non-compliance. The contractor shall not enforce any ordinances or regulations. The Village of Downers Grove shall be solely responsible for enforcement of all regulations and ordinances regarding cross connection control. Isolation / containment inspections for non-single family residential properties shall comply with:

Illinois Environmental Protection Agency (IEPA)
Title 35, Subtitle F, Chap II, Subpart H, Section 653.801-803
Illinois Department of Public Health
Illinois Plumbing Code □Section 890.1130

The contractor shall notify, schedule, inspect, and document all 1,700 non-residential accounts (evenly distributed over 2017-2019) wherein water is supplied by the Village. The contractor shall submit to the Village an electronic monthly spreadsheet noting addresses, date of on-site inspections, and results of the survey. This is to ensure and verify that inspections are being performed evenly over the course of the contract. The on-site inspection shall:

1. Be conducted by plumbing inspectors with valid Illinois State Plumbing Licenses and Illinois Cross Connection Control Device Inspector Licenses. Inspectors shall also be certified as having taken Cross Connection Control: Survey & Inspection Courses at TREEO (University of Florida) or similar approved programs offered by USC (University of Southern California Foundation for Cross Connection Control and Hydraulic Research).
2. Identify and inventory or verify all existing backflow prevention devices, cataloging such information as device manufacturer, type, device serial number, size, installation connection, tester (if available), and last date tested (if available). A sample of the form to be used to collect said information shall be included with the proposal.
3. Identify, digitally photograph, and catalog all cross connections and potential cross connection hazards. Digital photographs shall be included as backup documentation.
4. Result in the preparation of a prioritized listing of all non-residential accounts wherein the professional opinion of the contractor an appropriate backflow prevention device is warranted. This will be accomplished by the generation and submittal to the Village of a non-compliance hazard report. Each cross-connection found will be classified as High Hazard or Low Hazard in accordance with Illinois EPA regulations. The non-compliance hazard reports, site survey reports, etc. shall be submitted to the Village every thirty (30) days with the invoice.

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5. Result in the proper written notification to all non-compliant accounts detailing why they are non-compliant and what action they will need to take to become compliant. A total of three (3) notices (maximum) will be sent. The contractor shall submit copies of all notifications and other customer-related correspondence to the Village for approval prior to mailing or publication.
6. Note any irregularities in the account's plumbing system (i.e. illegal connections prior to the Village's water meter.)

Mailed Surveys

The contractor shall conduct a survey throughout the contract period to identify potential hazards as required by the IEPA. The contractor shall be responsible for preparing and mailing the survey to each utility customer, tabulating the survey responses, and reporting to the Village the finding of the mailed survey. The survey shall be mailed to ~~50%~~ ^{100%} of utility customers each year beginning in 2017. The Village shall supply the contractor a mailing list via water billing accounts. ^{SB} ^{JE}

^{AND 2019} ^{SB} ^{JE}
The Village will not reimburse costs associated with the mailing of surveys. For the convenience of residents and business owners, the contractor shall provide an on-line electronic survey with the ability to verify the owner/resident and document information provided.

ADDITIONAL REQUIREMENTS:

1. The contractor shall not offer inspection or testing services to Downers Grove customers, nor shall the contractor solicit business of any kind from Village water customers on behalf of cross connection control device testers or any other business entity.
2. The Village shall maintain ownership of all data, whether pre-existing or subsequently developed as part of the contract.
3. The contractor inspection personnel shall provide proper photo identification and have with them an introductory letter on Village letterhead explaining their presence.
4. The contractor shall be solely responsible for any damage to plumbing or appurtenances resulting from inspection if it is determined that said damage was a result of the contractor's workmanship or negligence.
5. All documentation; inspection documents and CCCD databases shall be kept up-to-date and ready for Illinois EPA, Illinois Department of Public Health, or Village inspection at any time.

CONTRACT ADMINISTRATION: After award of contract, all questions in regard to the administration of this contract will be directed to the Water Manager, the Director of Public Works, or their designee, who is responsible for the monitoring and verifying of work completed for payment under this contract. This will include directions as to the way in which the work is to be carried out.

TERM OF CONTRACT: ^{SB} ^{JE} The term shall be from the award date and shall expire December 31, 2019. This contract may be extended for an additional two-year period (from January 1, 2020 through December 31, 2022) subject to approval of the Village. Not less than 120 days prior to the expiration date of the initial three-year contract period, the contractor shall submit a proposed fee schedule for the two-year contract period. Approval shall be subject to satisfactory

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performance by the contractor during the preceding period, and subject to acceptance of the proposed renewal pricing.

CONTRACTOR QUALIFICATIONS: The contractor shall be required before the award of any contract to show to the complete satisfaction of the Village that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner.

The contractor shall be required to provide a listing of key personnel to be involved in this project and details for a minimum of at least three current clients who receive services similar to those specified in this RFP. Current clients shall be municipal water utilities located within 100 miles of Downers Grove serving at least 8,000 customers. The contractor shall also provide a list of all municipal clients currently served along with the number of testable devices of each client and the number of years services have been provided to them. (If the number of municipal clients exceeds twenty-five, please list the twenty-five largest clients.)

The Village shall make reasonable investigations to determine the ability of the contractor to perform the work. The Village reserves the right to reject any proposal if the evidence submitted by, or investigation of, the contractor fails to satisfy the Village that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein.

PROPOSAL SUBMITTAL AND SELECTION: A technical review committee will evaluate proposals. Proposals shall clearly demonstrate the contractor's knowledge and overall plan to complete the scope of work. The contractor shall list their project approach and methodology using a detailed, step-by-step plan as to how the proposed tasks will be accomplished. ***Do not restate the Village's scope of work.***

- Include an organizational chart of the firm indicating the number of employees and/or contractors performing various functions. This chart shall serve as an indicator of the contractor's ability to provide the scope of services outlined in this specification.
- Provide an overview of in-house servers and/or contracted data management services. This item shall illustrate redundancy and capacity of the contractor to provide a strong and secure database.

The Village may conduct negotiations if required to determine the acceptability of a proposal in regards to specifications, terms and conditions and cost; therefore, the proposal submitted should contain the contractor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

The Village will select the highest rated, fully qualified and best suited contractor to continue forward the project. Should the first selected contractor be unable to fulfill the terms of the contract, the Village reserves the right to enter into a contract with the 2nd selected vendor. If the Village does not find that any vendor meets the needs and requirements, the Village is not obligated to enter into agreement for these services.

QUESTIONS: All questions concerning the proposal shall be submitted in writing at least five working days prior to the proposal opening via fax or email to the attention of Theresa Tarka, (630) 434-5571 or ttarka@downers.us. A written response in the form of an addendum will be issued.

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V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Backflow Solutions, Inc.

Company Name

Date: March 16, 2016

12609 S. Laramie Ave.

Street Address of Company

deisenhauer@backflow.com

Email Address

Alsip, IL 60803

City, State, Zip

Doug Eisenhauer

Contact Name (Print)

800.414.4990

Business Phone

800.414.4990

13-Hour Telephone



Signature of Officer, Partner or Sole Proprietor

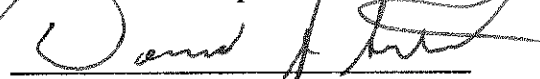
888.414.4990

Fax

Michael Eisenhauer, President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

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The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):NAME: Backflow Solutions, Inc.ADDRESS: 12609 S. Laramie Ave.CITY: AlsipSTATE: ILZIP: 60803PHONE: 800.414.4990 FAX: 888.414.4990TAX ID #(TIN): 37-1457245

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

Individual

Sole Proprietor

Partnership

Medical

Charitable/Nonprofit

Limited Liability Company –Individual/Sole Proprietor

Limited Liability Company-Partnership

Limited Liability Company-Corporation

Corporation

Government Agency


SIGNATURE: *Ally Eish*DATE: 3-16-16

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PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP - 0-19-2016/TT, Proposer Backflow Solutions, Inc. hereby certifies
 (Name of Project) (Name of Proposer)
 the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

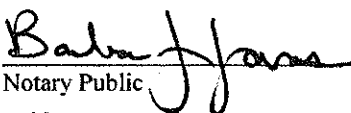
BY: 
 Proposer's Authorized Agent

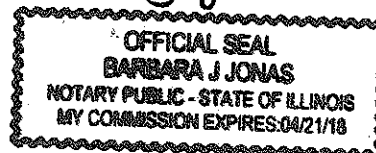
3	7	-	1	4	5	7	2	4	5
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
 Social Security Number

Subscribed and sworn to before me
 this 16 day of March, 2016


 Notary Public



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PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Backflow Solutions, Inc., and the full names of its Officers are as follows:

President: Michael Eisenhauer

Secretary: Donald Smith

Treasurer: Brad Stancampiano

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the State of _____

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the State of _____

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Valley Forge

Agent Steve Pohl

Street Address 1900 E. Golf Rd. Suite 650 Schaumburg

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PROPOSER'S CERTIFICATION (page 3 of 3)

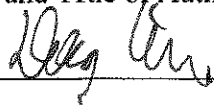
City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Backflow Solutions, Inc.

Print Name and Title of Authorizing Signature: Doug Eisenhauer, Director of Marketing

Signature: 

Date: March 16, 2016

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Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

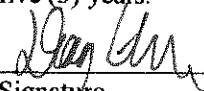
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Doug Eisenhauer
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

BSI Online

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Backflow Solutions, Inc.

Address: 12609 S. Laramie Ave.

City: Alsip Zip Code: 60803

Telephone: (800) 414.4990 Fax Number: (888) 414.4990

E-mail Address: deisenhauer@backflow.com

Authorized Company Signature: 

(Print)Name: Doug Eisenhauer Title of Official: Director of Marketing

Date: March 16, 2016



Village of Downers Grove

May 26, 2016

5101 Walnut Ave.

Downers Grove, IL 60515

Attention: Stan Balicki

Re: Proposal breakdown (RFP-0-19-2016/TT)

Mr. Balicki, please accept this pricing breakdown of our original proposal.

- 1) Development of Educational Materials- BSI will develop, utilizing our creative, in-house IT/Graphic Design Department, in conjunction with the Village's guidance and approval of final draft, educational materials for both residential and commercial customers.
 - a) Utilizing our vast wealth of already established (printed/PDF/Web) educational materials for distribution or use by the Village- Cost \$0.
 - b) Creating new educational materials for both print/web, distributed by the Village. Cost \$1,000
 - c) Utilizing our existing educational information or creating new materials distributed by BSI Cost \$1.00 per service mailing connection. (e.g., 15,000 residential connections = \$15,000)
- 2) Development of Policy Manual- BSI will develop a comprehensive manual consisting of program documents for continued utilization by Village staff. Cost \$2,500
- 3) Introductory Letter to All Water Customers- BSI will produce a one page letter to be mailed (pending Village approval) via U.S.P.S. by BSI staff. Cost \$1.00 per service mailing connection
- 4) Isolation/Containment Inspections- BSI will utilize our expert, in-house, licensed and certified backflow inspectors to perform comprehensive inspections of commercial properties in the Village. This will include an introductory letter, inspection, report and subsequent remediation letter to properties that need to perform/update backflow related items. The remediation letter will provide a 90 day time period for compliance. These items can include, but not limited to: Installation, testing, cleaning/repair, etc. After the 90 days have lapsed, the Village is responsible for further notification to violators. Cost \$100 per commercial connection
- 5) Mailed Surveys, including 'online' response component- BSI will produce (pending Village approval) and mail via U.S.P.S. single page survey questionnaires. Responses can be faxed back to BSI or submitted through our custom 'online' response website. All responses will be compiled into a comprehensive spreadsheet for the Village. Cost \$2.50 per service connection

will
 BSI will ~~hold these price points through a contract with the Village as proposed in the RFP until Dec. 31st of 2019.~~ BSI would also request the ability to provide an escalator

Dec. 9-9-16

price, if agreed upon by the Village, in writing, to extend the agreement for a 2 year period beginning on Jan. 1st of 2020.

The above proposal can be utilized in whole, or in part, as the Village sees fit for the duration of the contract. Lastly, there could be an opportunity for moderate cost reductions in some of the aforementioned line items. However, please be advised, some of those options may come at the expense of a revised scope of work.

Sincerely,

Doug Eisenhauer

BSI Online

Director