



12 South Center Street
Bensenville, IL 60086

Office: 630.350.3404
Fax: 630.350.3458
www.bensenville.il.us

VILLAGE BOARD

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June 15, 2020

Gabriel Environmental Services
1421 North Elston Avenue
Chicago, Illinois 60642

Re: May 29, 2020 FOIA Request

Dear Gabriel Environmental Services:

I am pleased to help you with your May 29, 2020 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on June 12, 2020. You requested copies of the items indicated below:

"We would like a copy of the attached sheets of the winning bidder for the attached contract. Also, for the 2nd and 3rd "place" bidders. If you have an abstract of all bids, that too (if none is available, please ignore this request for an abstract). Was the contract renewed or rebid this year? If rebid, please send the above for the recent bid winner, etc. in lieu of the 2018 winner."

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-37-2018. (35 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-37-2018

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT
WITH TEKLAB INC. FOR WASTEWATER SAMPLING & ANALYSIS
SERVICES FOR 2018 AND 2019 IN THE NOT-TO-EXCEED AMOUNT OF
\$66,696.**

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the VILLAGE is responsible for providing the necessary wastewater treatment to its residents, and

WHEREAS the VILLAGE owns a Wastewater Treatment Facility ("WWTP") located at 711 E. Jefferson Street, Bensenville, IL, and

WHEREAS the VILLAGE is required to conduct series of wastewater tests and analysis per IPEA requirements, and

WHEREAS the necessary sampling, tests and analysis satisfy significant portion of the NPDES and the sludge permits for discharge, and

WHEREAS the VILLAGE put a competitive bid out for sampling and analysis services, and

WHEREAS the VILLAGE received three bids from state certified laboratories, and

WHEREAS the Teklab, Inc was the lowest bidder selected, and

WHEREAS the Teklab Inc. has previous experience in working with The Village, and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the a Professional Service Agreement with TekLab Inc. for

Wastewater Sampling & Analysis Services for 2018 and 2019 in the not-to-exceed amount of \$66,696

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 27, 2018.

APPROVED:


Frank DeSimone

ATTEST:


Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

ABSENT: None

8678 Ridgefield Road
Crystal Lake, IL 60012
815.459.1260
815.455.0450
www.baxterwoodman.com
info@baxterwoodman.com



Memo

To:	Joe Caracci & Mark Swayne	
From:	Penny Bouchard & Jennifer Sorensen	
Date:	March 13, 2018 me	Project No.: 110439.30
Subject:	Village of Bensenville - Wastewater Sampling & Analysis Services for 2018 & 2019 - Recommendation to Award	

The following bids were received for the Wastewater Sampling & Analysis Services for 2018 & 2019 on March 7, 2018:

<u>Bidder</u>	<u>Amount of Bid</u>
Teklab, Inc.	\$66,696
Suburban Laboratories, Inc.	\$70,096
PDC	\$80,575

We have analyzed each of the bids and find Teklab, Inc. to be the lowest, responsible and responsive Bidder.

Based upon our familiarity and past working relationships with this Bidder on the Village's recent Local Limits Evaluation project, we believe that Teklab, Inc. is qualified to complete the Project. We recommend the award of the Contract for the Wastewater Sampling & Analysis Services for 2018 & 2019 to Teklab, Inc. for \$66,696.

Please contact us if you have any questions.

 **Daily Herald** MEDIA GROUP
Paddock Publications, Inc.
PO Box 7761, Carol Stream, IL 60197-7761

Classified Advertising Invoice

*** LEGAL NOTICE ***

Amount Due \$ 173.25

VILLAGE OF BENSENVILLE
12 S CENTER STREET
BENSENVILLE IL 60106

Current Charges Now Due For Ads Expiring 02/25/2018 - 03/03/2018

Account: 6307668200

Explanation Of Charges Added To Your Account

Invoice Number	Placed By	P.O.	Start Date	Stop Date	First Text	Lines	Days	Gross	Net Due
T4493551	JOSEPH CARACCI	WWTP TESTI	02/15	03/01	LEGAL NOTICEPLEASE TAKE NOTICE	77	3	\$ 173.25	\$ 173.25
								Due Upon Receipt	\$ 173.25
Thank you. We appreciate your business.									

Place a classified ad by calling 847-427-4444 or 630-955-0008 or Fax your order to 847-427-1130. Accounting Department 847-427-4346.
Find the best local job, home, auto and merchandise listings online at DailyHerald.com. The Daily Herald has partnered with Yahoo! HotJobs to deliver more than 2.5 million potential jobseekers to our advertisers. To learn more call (847)806-4242.

Please detach and return bottom portion with your remittance
Do not send cash! Make checks payable to Paddock Publications, Inc.
VILLAGE OF BENSENVILLE

Account: 6307668200

Billing Period 02/25/2018 - 03/03/2018

Amount Due \$ 173.25

Paddock Publications, Inc.
PO Box 7761
Carol Stream, IL 60197-7761

Classified Advertising Invoice

6307668200 20180303 00017325 6

Village of Bensenville

Invitation to Bid with Specifications

WASTEWATER SAMPLING & ANALYSIS SERVICES for 2018 and 2019



*GIVE
TO
MARK.*

Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

Bid Advertising Date – February 15, 2018

Bid Opening Date – March 7, 2018

LEGAL NOTICE

PLEASE TAKE NOTICE that Sealed Bids will be received in the Office of the Village Clerk, Village of Bensenville, 12 S. Center, Bensenville IL 60106 until 9:30 am local time on Wednesday, March 7, 2018 and, thereafter, immediately publicly opened and read for:

WASTEWATER SAMPLING & ANALYSIS SERVICES For 2018 and 2019

The Village of Bensenville ("VILLAGE") seeks a qualified laboratory for Village sampling and analyses programs associated with its NPDES South STP IL0021849 (issued October 23, 2015) and IEPA Land Application of Sewage Sludge 2015-SC-59569 permits; specifically:

- The analyses of wastewater-- sewage treatment plant (STP) influent, effluent and sludge for calendar year samples,
- Semi-annual analyses of STP influent, effluent and sludge at prescribed detection limits for use in local limits analyses; and
- Sampling and analyses of industrial wastewater discharges for the pretreatment and surcharge programs for data obtained in the calendar year. Note: this pretreatment program performs all program sampling on an unannounced random schedule.

The Successful Laboratory must provide documentation of accreditation and devote necessary resources to complete this project with the highest level of service so the Village is able to meet all State and Federal regulations in a timely manner.

Specifications and bid forms can be found at www.bensenville.il.us under "Business". They can also be picked up at the Public Works Department, 717 E. Jefferson, Bensenville IL 60106, or by e-mailing mwayne@bensenville.il.us, or calling 630-350-3486.

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount on the Summary page.

Nancy Quinn
Village Clerk

For February 15, 2018 publication

GENERAL TERMS AND CONDITIONS

1. **CONDITIONS** – Bidders should become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon project beginning, the Bid security will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.

2.4 Village will return Bid security from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

3. **REFERENCES** - Provide a list of three current user contacts with names and telephone numbers in bid submittal. Municipal references are preferred.

4. **ADJUSTMENTS TO CONTRACT** - Village reserves the right to adjust the quantities of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.

5. COMPLETION TIME, PENALTY AND LIQUIDATED DAMAGES

5.1 The start of work is immediately after contract execution.

5.2 If the CONTRACTOR does not complete the work within the specified Contract time or within allowed extended time, the CONTRACTOR is liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each calendar overrun day from the contract time or allowed extended time.

5.3 Penalty or liquidated damages owed to the Village may be deducted from payments to the CONTRACTOR. If the deduction does not fully equal the CONTRACTOR'S penalty obligation, the CONTRACTOR shall pay the difference to the Village within ten business days after demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

6. **TAX EXEMPT STATUS** – By law, the Village is exempt from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

7. **PRICING** – Bid pricing for goods and services are valid through December 31, 2019.

8. **MULTI-YEAR CONTRACTS** -- Contracts with a duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

9. **CONTRACT EXTENSIONS** -- Upon mutual agreement, this contract may be extended for two, one-year periods, with the first extension running from January 1, 2020 through December 31, 2020; and the second extension from January 1, 2021 through December 31, 2021.

SCOPE OF WORK

Bidding requirements, general terms and conditions, scope of work and other special requirements are all part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

Wastewater and Industrial Effluent Testing

Sampling and Analyses Requirements: All sample containers, preservatives, holding times, analyses, method detection limit determinations and quality assurance/quality control requirements shall be in accordance with 40 CFR 136 for any parameters performed for National Pollutant Discharge Elimination System (NPDES) Water Quality Compliance Testing. The Land Application Permit requires testing be completed by methods identified in the latest edition of Standard Methods for the Examination of Water and Wastewater. USEPA also recognizes SW-846 for the analyses of Solid Waste samples. Currently there are no industries regulated by the Village whose waste is required to be analyzed by unique methods identified in a USEPA issued Effluent Guideline.

Qualifications: The Successful Laboratory shall provide the most current DMR QA Study for wastewater analyses. The Successful Laboratory (and/or any sub-contract laboratory, which shall be identified in the RFP submittal) shall also provide NELAP OR NELAC accreditation copy, or supply an equivalent accreditation. In addition, the Successful Laboratory (and/or its sub-contract laboratory) must comply with specified 40 CFR 136 test methods required under the Village's NPDES permit.

The Successful Laboratory (and its sub-contract laboratory) shall submit a summary of each method that it will use by parameter, the reporting limits and the method detection at or below the required detection limits established by USEPA and the IEPA for constituents to be tested pursuant to the NPDES Permit. Identify other lab strategies or test methods that allow the laboratory the ability to meet Village lower detection requirements for those pollutants used in local limit evaluations (semi-annual analyses).

Logistics: The laboratory will work with the Wastewater Supervisor to coordinate plant samples. The laboratory will work with the Pretreatment Contractor for the industrial samples and any semi-annual or annual plant analyses identified in Special Condition 11 C1 and C2 with the pretreatment program in the STP NPDES permit.

The laboratory will:

- Provide the appropriate sampling container(s) unpreserved and/or preserved, as needed;
- Supply additional bottles for final effluent low-level mercury analyses for the 1631 test procedure quality control, as needed;
- Supply specially prepped sampling bottles to the Wastewater Supervisor so that samples taken for annual organic analyses are not contaminated;
- Supply extra bottles for volatile organic sampling to eliminate issues with sample bubbles;
- Take Oil & Grease samples at industry using multiple bottles to obtain one liter of sample; and
- Supply split sample bottles if an industry has requested a split each time a sample is taken. Currently four industries have submitted split sample requests; this list changes based upon request.

The Pretreatment Contractor supplies diagrams of the industrial sampling locations.

The Pretreatment Contractor supplies a list of locations that have requested split samples.

Scheduling

STP PROGRAM REQUIREMENTS: STP personnel using STP composite samplers or grabs as appropriate will take all samples.

DAILY STP SAMPLE EVENTS. An influent and an effluent wastewater sample will be composited for a 24-hour period and the samples will be picked up three days each week, normally Monday, Wednesday and Friday. Thus, there will be three sets of samples per week referred to as "daily samples". Sample pick-up days may be altered when Calendar Quarters 2 and 4 sampling is performed. The STP staff will coordinate this modification.

MONTHLY STP SAMPLE EVENTS. Once a month, additional analyses will be added to the daily samples. These samples shall be referred to as the "monthly samples" that will be coordinated with the STP staff. The laboratory will confirm which sample will be the "monthly sample" at the beginning of each month.

SEMI-ANNUAL STP SAMPLE EVENTS. (Calendar Quarters 2 and 4) Semi-annual STP wastewater analyses will be sampled with the treatment time lagged, i.e. the influent composite starting on day one and the effluent sample starting on day two. The days of the sample pairs will be varied from first half to second half - one set will be sampled during the second calendar quarter in April and the other set will be sampled in the fourth calendar quarter in October. Prescribed MDLs will be required for some analyses so that they can be more effectively used in local limit evaluations. Required and prescribed wastewater MDLs are included in the attached Bid Price Page: table "WW MDLs" (B) sheet

The Semi-annual sampling also includes sludge analyses to be taken the same day as the final effluent sample. The metal analyses shall be performed by EPA approved solid methods using an ICP technique. Additional chemical parameters will be added to the semi-annual sludge analyses for the land application permit. Seven bacteriological samples (fecal coliforms) are also required each quarter. They will be sampled the same day as the samples for chemical analyses.

ANNUAL STP SAMPLES. Annual samples (organic priority pollutants) will be coordinated with the first set of semi-annual samples taken during April. The sampling locations will include STP influent, effluent and sludge samples. EPA methods 608, 624 and 625 are required for the wastewater analyses. The laboratory will provide in its bid submittal an EPA solids method that it will use for the sludge analyses.

SEMI-ANNUAL STP SAMPLES. (Calendar Quarters 1 and 3) Sludge samples will also be taken during the first and third calendar quarters for a select group of chemical analyses for the land application permit. Seven bacteriological samples (fecal coliforms) are also required each quarter. They will be taken the same day as the samples for chemical analyses.

EXCESS FLOW STP INTERMITTENT. Excess flow effluent wastewater and/or emergency sewer overflow (anticipate 6 per year). Pick-ups are required on the day after an event occurs, dependent on hold time.

INDUSTRIAL WASTE PROGRAM REQUIREMENTS: The laboratory will work with the Pretreatment Contractor to establish a quarterly sampling schedule for the industry. Sampling frequency is based upon the industry's Wastewater Discharge Permit with the Village. Permitted industries are subject to the Federally Approved Pretreatment Program and/or are permitted as a condition of the Village Surcharge Program. Each week 3-4 industries will be sampled. At the end of the quarter, there may be one or two empty weeks. Sampling will not normally be scheduled during holiday weeks.

- Discharging industries: Currently there are fourteen industries that discharge process waste. The Pretreatment Contractor will establish sampling needs (time of month) based on compliance issues and meetings, as well as time of day grab samples, to obtain the most representative discharge samples. Each industry is sampled for a three-day period (sampling event).
 - There are two Categorical Industrial Users (CIU). These firms' samples are analyzed for conventional and metal pollutants. The CIU are sampled once per quarter.
 - There are twelve surcharge-only industries:
 - Ten industry locations are sampled once per quarter and two of these ten surcharge industry locations are actually sampled more frequently: one sampled monthly and one sampled twice a month.
 - Two industry locations are sampled twice a year.
- Zero Process Waste Discharging Industries: Five industries are sampled to confirm zero process discharge status.
 - One of the five will have enough domestic discharge to obtain a sample and will be sampled for three days each quarter. Analyses will include conventional and metal pollutants.
 - The other four zero process discharge firms will not likely discharge enough wastewater to obtain a sample. A composite sampler is installed at those monitoring locations twice a quarter, each time for one day to confirm zero discharge status.

The Pretreatment Contractor will approve the quarterly sampling schedule.

Testing (Analyses)

STP Daily, Monthly, Semi-Annual, Annual and Intermittent Analyses Requirements are detailed in Bid Price Pages. As previously noted, the STP will conduct all plant sampling.

Industrial Sampling and Analyses Requirements are detailed in Bid Price Page: table "Industry Sampling" (G) sheet.

The Successful Laboratory shall provide and set-up automatic samplers and collect the samples for the Village's Industrial Pretreatment and Surcharge Programs. The automatic samplers will be set with a 15-minute time sampling interval unless an industry has its own sampler that is flow paced. The COC will define that the samples will be iced during the 24-hour period. Any samplers that are placed above ground shall be locked. The use of low flow sampling techniques will be noted on the COC. See "Industry Sampling" (G) sheet for specifics.

- At minimum, two hundred and fifty-two (252) per year composite commercial / industrial wastewater discharges are sampled. These samples will be analyzed for COD, BOD, TSS, and NH₃.
- At minimum, one hundred and thirty-two (132) per year of the above composite commercial / industrial wastewater discharges are analyzed for P.
- At minimum, there are thirty-six (36) samples in the above composites analyzed for Metals. The parameters are specific for each industry.
- At minimum, there are one hundred sixty-eight (168) grab samples each taken for pH and Oil & Grease (HEM) (method 1664.A)

- Note: Most IUs do not have violations. The Village provides a \$2,000.00 dollar amount on the Bid Price Sheet: "Summary" (A) indicating the range of the repeat sampling and analyses performed in the last several years. The number of samples as well as the analyses vary by industry.

Special Interactions:

Notification – Effluent CBOD and TSS: Effluent samples picked up three days per week and analyzed for CBOD and TSS. The laboratory staff will notice the Village within 24 hours by both telephone and email if effluent wastewater sample CBOD or TSS analyses exceed 20 or 24 mg/L respectively. This requirement also applies to excess effluent samples that exceed TSS of 45 mg/L or BOD of 45 mg/L.

Notification – pH: If any industrial samples exhibit a pH outside the range of 5-10 pH units, the laboratory sampling staff will confirm the violation using pH paper to eliminate probe/meter issues prior to documenting the violation with a call to the laboratory. The laboratory sampling staff will take a picture of the pH paper comparison. The laboratory staff shall notify within 24-hours the Pretreatment Contractor of said occurrence by telephone and email.

Resample for Industrial Violations:

All industrial violations are required to be resampled and analyzed within 30 days per USEPA. If a day 1 or day 2 sample in a three-day sampling event includes a daily violation but the day 2 or day 3 samples respectively do not, no resample need be taken. If a day 3 sample includes a daily violation, a resample and analysis needs to be scheduled in the appropriate timeframe – namely 30 days.

If a monthly average calculation exhibits a violation, the Pretreatment Contractor will notify the laboratory that three days of re-sample are required as well as the date that the resampling must be completed.

Generally, unless scheduled by the Pretreatment Contractor, only the parameters that are exceeded are resampled. The exception to this rule is that pH is taken with Oil & Grease if there was an Oil & Grease violation.

All reschedules will be coordinated between the Pretreatment Contractor and the laboratory.

QC exceptions: Within 24-hours, the laboratory shall contact the Wastewater Supervisor if daily or monthly analyses do not meet QA/QC requirements. STP quarterly, semi-annual, annual and industrial QA/QC issues shall be addressed with the Pretreatment Contractor. A determination will be made if reanalysis or resampling is required.

Reporting:

Chain of Custody (COC)

The laboratory will supply customized chain of custody forms for each type of sampling to standardize the STP and Industrial Waste monitoring programs.

The laboratory COC will include a field sheet for industrial compositor operation that includes notes that identify composite sampler start and stop times, sampling interval, sampling success, and visual appearance of the samples and description of flow level. This field sheet should also identify how many samples were necessary for any Oil & Grease sample. The field sheet will document the pH analyses and confirmation if there is a pH violation.

Analyses Results: The Successful Laboratory must submit results to the Village in electronic format acceptable to the Village. The Successful Laboratory must submit results to the Village within ten business days following sample collection for daily and monthly analyses and for any IU surcharge firm. Quarterly STP analyses, semi-

annual STP analyses and industrial analyses with metals analyses are required to be reported in 15 business days. Annual organic priority pollutant analyses must be reported within 20 business days. In the event that the timeframe cannot be met, the Successful Laboratory will notify the Village within 24-hours and determine an acceptable alternate schedule. If an acceptable alternate schedule cannot be met, the Village reserves the right to remove the samples and their analyses from the laboratory.

- Emails transmitting results shall identify if STP or industrial samples exceed NPDES limits (STP effluent), local limits (industrial samples) or surcharge limits (industrial samples).
- Sample results shall meet the requirements of 40 CFR 136 and Environmental Compliance 35 IAC Part 186 or the laboratory will notify the Village prior to analyses.
- Results shall be reported in wet weight unless otherwise indicated. (Dry Weight is required for most sludge metal analyses)
- Semi-annual STP local limits analyses shall include both reporting and method detection limits. All results between the two limits will be calculated and reported.
- Semi-annual and annual STP analyses results shall also be provided to the Pretreatment Contractor in an Excel format.
- STP effluent samples that exceed NPDES daily limits shall be flagged on the report.
- Industrial samples that exceed surcharge or local limits shall be flagged on the report.
- Invoices for STP samples shall be separated as reported out as daily, monthly, quarterly, semi-annual or annual event.
- Invoices for industrial samples shall be separated by firm and sample event whether one to three days.

Other Conditions

Sample Transport: The Successful Laboratory must provide sample transport service and chain of custody documentation for all samples, including travel blanks and spike samples to and from the Village. The Successful Laboratory must be able to transport and preserve samples according to EPA methods specified for each analysis in 40 CFR 136. The Successful Laboratory must be able to provide sample transport service during the workweek and emergencies (storm season, industrial user excursions, STP process upsets, etc.). Samples must be cooled per EPA requirements during transit.

Sample Matrix Schedule and Containers: The Successful Laboratory must demonstrate to the Village that it has a reliable sample matrix schedule system for the scheduling of sample pickup, delivery, and holding times for analysis. The Successful Laboratory's sample matrix schedule system shall assist the Village in its sampling requirements. The sample matrix schedule shall also help the qualified firm to provide Village, in a timely manner, the correct number and type of sample containers, coolers, and ice chest for the analyses. The laboratory shall provide a standard hold time for all samples with completed analyses of 30 days.

Rush Analyses: The Successful Laboratory must provide detail services for rush analyses. The Successful Laboratory must provide a fixed percent cost increase based on the rush service request. Bidder's percentage shall be included on the Bid Price Page: WWTP & IPP ANNUAL SAMPLING COST Summary Sheet - A.

Emergency Availability: The Successful Laboratory must provide services for the Village during an emergency event such as heavy rains, industrial discharge violations, WWTP process upsets. The Successful Laboratory must

provide contact numbers answered 24-hours a day (home telephone and cellular telephone number) for emergency event. The Successful Laboratory must provide sample transport services for an emergency event.

Quality Control and Quality Assurance: The Successful Laboratory must perform Quality Control (QC) and Quality Assurance (QA) of all laboratory analyses. The Successful Laboratory shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, EPA guidance documents for the Quality Control and Assurance of laboratory handling of samples and methodological care in analyzing such samples.

Field Sampling Reviews – Lab Reviews: Upon Village request, the Pretreatment Contractor shall conduct sampling compliance reviews of sampling techniques used at industries. The Village and Pretreatment Contractor may conduct an annual visit to the Successful Laboratory and examine sampling data logs.

Bid Submission Requirements:

1. Detailed description of bidding Laboratory's qualifications, including previous experience related to this type of project listing Sewage Treatment Plant size, number of annual samples, and number of Industrial Users. List three current contracted users of your laboratory services; municipal references are preferred.
2. Current results from DMR QA Study for wastewater analysis.
3. ELAP, NELAP or NELAC Certification and other certifications applicable to the scope of work.
4. Methods and limits as required on Bid Price page: "WW MDLs" (B), and "Sludge Method" (C) sheets.
5. Define any special procedures used to meet optimum local limit parameter MDLs.
6. Compositor set-up standard operating procedure.
7. Sampling and preservation procedures for FOG, total cyanide, hexavalent chromium (if buffered for preservation), mercury method 1664 and volatile organics.
8. Turnaround time for sample analyses and laboratory results if different from required.
9. Time schedule for completion of outlined services (exclusive of Village review timeframes).
10. Complete Price proposal based on the testing requirements on Bid Price Pages "Influent & Effluent" (D), "Condition 11" (E), "Land Application" (F), Industry Sampling (G). Add any rush percentage to "Summary" (A) sheet.

BIDDER INFORMATION SHEET

NAME: (PRINT) _____

SIGNATURE: _____

COMPANY NAME: (PRINT)

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

Please Return to: Corey Williamsen
 Deputy Village Clerk
 Village of Bensenville
 12 South Center St.
 Bensenville, IL 60106

Bid must be in a sealed opaque envelope marked: **“Wastewater Sampling and Analysis Services– Bid”** received by **9:30 am on Wednesday, March 7, 2018** and thereafter immediately publicly opened and read in the Village Hall Board Room.

It is bidder's responsibility to deliver bid to the designated person at the appointed place, prior to the advertised bid opening time. **Late delivery for any reason, including faulty or late delivery by United States Mail or other carrier disqualifies the bid.**

Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The following Bid Price pages (sheets A-G) must accompany bid submission with pricing filled in. The same forms can be found at www.bensenville.il.us Under "business" "Bids" in Excel format for calculating purposes, but are NOT acceptable for bid submission.

**WWTP & IPP ANNUAL SAMPLING COST
SUMMARY – sheet A**

SAMPLE TYPE		Unit Cost Per Event	Est.Events Per Year	Total Cost
STP Daily/Monthly				
	Daily Influent & Effluent	\$	144	\$
	Monthly Influent & Effluent	\$	12	\$
	Excess Flow	\$	6	\$
STP Semi-Annual & Annual: CY 2nd & 4th Quarters				
	Non-Organics (CY QTR 2 & 4)	\$	2	\$
	Organic Priority Pollutants (CY QTR 2)	\$	1	\$
STP Sludge Semi-Annual				
	1st & 3rd Quarters	\$	2	\$
Industrial Pretreatment Program				
	CIU	\$	8	\$
	Zero CIU	\$	4	\$
	Surcharge	\$	44	\$
	Additional Surcharge	\$	28	\$
	Zero Discharge Confirmation	\$	32	\$
	IU Violation and Analyses Cost (optional as scheduled)			\$ 2,000.00
TOTAL ANNUAL COST				\$

Lab Rush Service Fee, if any	%	
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WASTEWATER MDL & REPORTING LIMITS

Sheet B

Local Limits Parameter	Pollutant	Required MDL (mg/l)	Minimum Reporting Limit (mg/l)	Lab MDL (mg/l)	Lab Reporting Limit (mg/l)	Method
	Antimony		0.07			
x	Arsenic	0.001				
x	Barium	0.001				
	Beryllium		0.005			
x	Cadmium	0.0001				
	Chromium (VI)		0.01			
x	Chromium, Total	0.001				
x	Copper	0.001				
	Cyanide, Amenable		0.005			
	Cyanide, Total		0.005			
	Fluoride		0.1			
	Iron, Dissolved		0.5			
	Iron, Total		0.5			
x	Lead	0.001				
x	Manganese	0.001				
	Mercury, Low Level		0.000001			
	Mercury		0.0002			
x	Molybdenum	0.001000				
x	Nickel	0.001				
	Oil - hexane soluble		5.0			
	Phenols		0.005			
x	Selenium	0.002				
x	Silver	0.0001				
	Thallium		0.3			
x	Zinc	0.003				
	Lab Name					

SLUDGE METHOD
Sheet C

Pollutant	Lab Reporting Limit	Method
Antimony		
Arsenic		
Ammonia Nitrogen		
Barium		
Beryllium		
Cadmium		
Chromium		
Chromium (VI)		
Copper		
Cyanide, Total		
Iron, Total		
Lead		
Manganese		
Mercury		
Molybdenum		
Nickel		
Phenols		
Phosphorus		
Potassium		
Selenium		
Silver		
Thallium		
Zinc		
Fecal Coliform (MPN)		
pH		
Percent Moisture		
Percent Total Solids		
Percent Volatile Solids		

Influent & Effluent Daily Sheet D

DAILY SAMPLING				
Pollutant	Cost per WW Sample	Daily Influent Samples	Daily Effluent Samples	Total Cost
CBOD			1	\$
BOD		1		\$
TSS		1	1	\$
TOTAL DAILY EVENT INFLUENT & EFFLUENT SAMPLING COST				\$

MONTHLY SAMPLING				
Pollutant	Cost per WW Sample	Monthly Influent Samples	Monthly Effluent Samples	Total Cost
CBOD			1	\$
BOD		1		\$
TSS		1	1	\$
Total Phosphorous (as P)		1	1	\$
Dissolved Phosphorous			1	\$
Chloride			1	\$
Total Nitrogen		1	1	\$
Nitrate/Nitrite			1	\$
TKN			1	\$
Alkalinity			1	\$
TOTAL MONTHLY EVENT INFLUENT & EFFLUENT SAMPLING COST				\$

INTERMITTENT EXCESS FLOW SAMPLING			
Pollutant	Cost per WW Sample	Outfall 002	Total Cost
BOD		1	\$
TSS		1	\$
TOTAL DAILY EVENT INFLUENT & EFFLUENT SAMPLING COST			\$

NPDES SPECIAL CONDITION 11 SAMPLING plus Land App
Sheet E

(page 1 of 2)

Quarter 2 and 4	Influent	Effluent	No. WW Samples	\$ Cost per WW Sample	Total Cost WW Samples	No. Sludge Samples	\$ Cost per Sludge Sample	Total Cost for Sludge Samples
Semi-Annual Local Limit Pollutants								
Arsenic	1	1	2		\$	1		\$
Barium	1	1	2		\$	1		\$
Cadmium	1	1	2		\$	1		\$
Chromium (Total)	1	1	2		\$	1		\$
Copper	1	1	2		\$	1		\$
Lead	1	1	2		\$	1		\$
Manganese	1	1	2		\$	1		\$
Molybdenum	1	1	2		\$	1		\$
Nickel	1	1	2		\$	1		\$
Selenium	1	1	2		\$	1		\$
Silver	1	1	2		\$	1		\$
Zinc	1	1	2		\$	1		\$
Ammonia	1	1	2		\$	1		\$
BOD	1	1	2		\$			
COD	1	1	2		\$			
Phosphorus	1	1	2		\$	1		\$
Sulfate	1	1	2		\$	1		\$
TSS	1	1	2		\$			
Additional Semi-Annual Pollutants SC 11								
Antimony	1	1	2		\$	1		\$
Beryllium	1	1	2		\$	1		\$
Chromium (Hexavalent)	1	1	2		\$			
Cyanide (Available or Amenable)	1	1	2		\$			
Cyanide (Total)	1	1	2		\$	1		\$
Fluoride	1	1	2		\$			
Iron (Total)	1	1	2		\$	1		\$
Iron (Dissolved)	1	1	2		\$			
Mercury (CVAA)	1		1		\$	1		\$
Mercury (Low Level)		1	1		\$			
Oil (Hexane Soluble)	1	1	2		\$			
Phenols	1	1	2		\$	1		\$
Thallium	1	1	2		\$	1		\$

NPDES SPECIAL CONDITION 11 SAMPLING plus Land App

(page 2 of 2)

Quarter 2 and 4	Influent	Effluent	No. WW Samples	\$ Cost per WW Sample	Total Cost WW Samples	No. Sludge Samples	\$ Cost per Sludge Sample	\$ Total Cost for Sludge Samples
Ammonia Nitrogen						1		
TKN						7		\$
Phosphorus						1		\$
Potassium						1		\$
pH (pH units)						1		\$
Fecal Coliform (MPN)						1		\$
%TS						1		\$
%VS						1		\$

Other Costs (please list)

TOTAL COST SEMI-ANNUAL NON-ORGANICS

\$

Quarter 2	Influent	Effluent	No. WW Samples	Cost per WW Sample	Total Cost for WW Samples	No. Sludge Samples	Cost per Sludge Sample	Total Cost for Sludge Samples
Annual Organic Priority Pollutants - See Sheet "110 Priority Pollutants"								
608 (USEPA Method)	1	1	2		\$			
624 (USEPA Method)	1	1	2		\$			
625 (USEPA Method)	1	1	2		\$			
Volatiles						1		\$
Acid Extractable						1		\$
Base Neutral Extractable						1		\$
Pesticide PCBs						1		\$

Other Costs (please list)

TOTAL COST ANNUAL ORGANIC PRIORITY POLLUTANTS

\$

LAND APPLICATION PERMIT
Sheet F

Quarters 1 & 3 Pollutant	No. Sludge Samples	Cost per Sludge Sample	Total Cost for Sludge Samples
Cadmium	1		\$
Copper	1		\$
Lead	1		\$
Manganese	1		\$
Nickel	1		\$
Zinc	1		\$
Ammonia Nitrogen	1		\$
TKN	1		\$
Phosphorus	1		\$
Potassium	1		\$
Fecal Coliform (MPN)	7		\$
pH	1		\$
Percent Total Solids	1		\$
Percent Volatile Solids	1		\$
TOTAL SLUDGE SEMI-ANNUAL SAMPLING COST PER QUARTER			\$

INDUSTRY SAMPLING (page 1 of 2)
Sheet G

CIU SAMPLING EVENT			
Pollutant	No. Samples	Unit \$ Cost	Total Cost
Ammonia	3		\$
BOD	3		\$
Cadmium	3		\$
Chromium (Total)	3		\$
COD	3		\$
Copper	3		\$
Cyanide	3		\$
FOG	3		\$
Lead	3		\$
Nickel	3		\$
pH	3		\$
Silver	3		\$
TSS	3		\$
Zinc	3		\$
SAMPLING COST			\$
Automatic Sampling Charge			\$
Sample Disposal Fee			\$
Other			\$
Other			\$
ADDITIONAL SAMPLING COST			\$
SAMPLING COST FOR EACH CIU EVENT			

ZERO CIU SAMPLING EVENT			
Pollutant	No. Samples	Unit \$ Cost	Total Cost
Ammonia	3		\$
BOD	3		\$
COD	3		\$
Copper	3		\$
FOG	3		\$
Lead	3		\$
pH	3		\$
Phosphorous	3		\$
TSS	3		\$
Zinc	3		\$
SAMPLING COST			\$
Automatic Sampling Charge			
Sample Disposal Fee			
Other			
Other			
ADDITIONAL SAMPLING COST			\$
SAMPLING COST FOR EACH ZERO CIU EVENT			

INDUSTRY SAMPLING (page 2) SURCHARGE SAMPLING EVENT			
Pollutant	No. Samples	Unit \$ Cost	Total Cost
Ammonia	3		\$
BOD	3		\$
COD	3		\$
FOG	3		\$
pH	3		\$
Phosphorous	3		\$
TSS	3		\$
SAMPLING COST			\$
Automatic Sampling Charge			
Sample Disposal Fee			
Other			
Other			
ADDITIONAL SAMPLING COST			\$
SAMPLING COST FOR EACH SURCHARGE II EVENT \$			

ADDITIONAL SURCHARGE SAMPLING EVENT			
Pollutant	No. Samples	Unit \$ Cost	Total Cost
Ammonia	3		\$
BOD	3		\$
COD	3		\$
TSS	3		\$
SAMPLING COST			\$
Automatic Sampling Charge			
Sample Disposal Fee			
Other			
Other			
ADDITIONAL SAMPLING COST			\$
SAMPLING COST FOR EACH ADDITIONAL SURCHARGE II EVENT \$			

ZERO DISCHARGE CONFIRMATION SAMPLING EVENT	
Pollutant	\$ Cost
Automatic Sampling Charge - 1 day	
Other	
Other	
SAMPLING COST FOR EACH ZERO II \$	

INFLUENT, EFFLUENT and SLUDGE

110 organic priority pollutants identified in 40 CFR 122 Appendix D,
Table II as amended

**Table II - Organic Toxic Pollutants in Each of Four Fractions in Analysis by
Gas Chromatography/Mass Spectroscopy (GS/MS)**

<u>Volatiles</u>	<u>Base/Neutral</u>	<u>Pesticides</u>
1V acrolein	1B acenaphthene	1P aldrin
2V acrylonitrile	2B acenaphthylene	2P alpha-BHC
3V benzene	3B anthracene	3P beta-BHC
5V bromoform	4B benzidine	4P gamma-BHC
6V carbon tetrachloride	5B benzo(a)anthracene	5P delta-BHC
7V chlorobenzene	6B benzo(a)pyrene	6P chlordane
8V chlorodibromomethane	7B 3,4-benzofluoranthene	7P 4,4'-DDT
9V chloroethane	8B benzo(ghi)perylene	8P 4,4'-DDE
10V 2-chloroethylvinyl ether	9B benzo(k)fluoranthene	9P 4,4'-DDD
11V chloroform	10B bis(2-chloroethoxy)methane	10P dieldrin
12V dichlorobromomethane	11B bis(2-chloroethyl)ether	11P alpha-endosulfan
14V 1,1-dichloroethane	12B bis(2-chloroisopropyl)ether	12P beta-endosulfan
15V 1,2-dichloroethane	13B bis (2-ethylhexyl)phthalate	13P endosulfan sulfate
16V 1,1-dichloroethylene	14B 4-bromophenyl phenyl ether	14P endrin
17V 1,2-dichloropropane	15B butylbenzyl phthalate	15P endrin aldehyde
18V 1,3-dichloropropylene	16B 2-chloronaphthalene	16P heptachlor
19V ethylbenzene	17B 4-chlorophenyl phenyl ether	17P heptachlor epoxide
20V methyl bromide	18B chrysene	18P PCB-1242
21V methyl chloride	19B dibenzo(a,h)anthracene	19P PCB-1254
22V methylene chloride	20B 1,2-dichlorobenzene	20P PCB-1221
23V 1,1,2,2-tetrachloroethane	21B 1,3-dichlorobenzene	21P PCB-1232
24V tetrachloroethylene	22B 1,4-dichlorobenzene	22P PCB-1248
25V toluene	23B 3,3'-dichlorobenzidine	23P PCB-1260
26V 1,2-trans-dichloroethylene	24B diethyl phthalate	24P PCB-1016
27V 1,1,1-trichloroethane	25B dimethyl phthalate	25P toxaphene
28V 1,1,2-trichloroethane	26B di-n-butyl phthalate	
29V trichloroethylene	27B 2,4-dinitrotoluene	
31V vinyl chloride	28B 2,6-dinitrotoluene	
<u>Acid Compounds</u>	29B di-n-octyl phthalate	
1A 2-chlorophenol	30B 1,2-diphenylhydrazine (as azobenzene)	
2A 2,4-dichlorophenol	31B fluoranthene	
3A 2,4-dimethylphenol	32B fluorene	
4A 4,6-dinitro-o-cresol	33B hexachlorobenzene	
5A 2,4-dinitrophenol	34B hexachlorobutadiene	
6A 2-nitrophenol	35B hexachlorocyclopentadiene	
7A 4-nitrophenol	36B hexachloroethane	
8A p-chloro-m-cresol	37B indeno(1,2,3-cd)pyrene	
9A pentachlorophenol	38B isophorone	
10A phenol	39B naphthalene	
11A 2,4,6-trichlorophenol	40B nitrobenzene	
	41B N-nitrosodimethylamine	
	42B N-nitrosodi-n-propylamine	
	43B N-nitrosodiphenylamine	
	44B phenanthrene	
	45B pyrene	
	46B 1,2,4-trichlorobenzene	

If this Wastewater Sampling and Analysis Services bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Bid includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete standards in the specifications.

The Village Board reserves the right to reject any and all Bids or portions thereof

Signed:

Where bidder is a corporation, add:

Authorized Signature

Attest: _____
(Secretary or other authorized officer)

Date: _____

(CORPORATE SEAL)

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

These conditions apply to all purchases/services and become a part of each bid invitation.

1. NON-DISCRIMINATION IN EMPLOYMENT - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall not commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

2. PERMITS AND LICENSES - The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

3. REMOVAL OR SUSPENSION OF BIDDERS - Village may remove or suspend bidder from bidder's list for a specified period not to exceed two years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with contract specifications;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or evidence of insolvency is found;
- G. An employee currently serves as a Bensenville Board member or Village employee and is financially involved in proposed work.

4. COMPLIANCE TO LAW

4.1 Bidder shall observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract at all times.

4.2 All merchandise, commodities and services must conform to all standards and regulations as set by the Occupation Safety Health Administration (O.S.H.A.).

4.3 Bidder must complete and notarize the Bid Compliance Page with bid.

4.4 Prevailing Wages (if applicable) - The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).

5. BIDDING CONDITIONS

5.1 BID ATTACHMENTS - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

5.2 BID BINDING - Unless otherwise specified, all bids shall be binding for Ninety days following the bid opening date.

5.3 BID OPENING - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

5.4 BID PRICE FORM – Submit prices on the enclosed Bid Price Form completed properly and signed in ink.

5.5 BIDDER'S COMPETENCE - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

5.6 CHANGES IN CONTRACT DOCUMENTS - Changes or corrections may be made by the Village after they are issued by the Village. Addendum or addenda shall take precedence over that portion of the documents concerned, and become part of the contract documents. Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four days prior to date established for receipt of bids.

5.7 EXAMINATION OF BIDDING DOCUMENTS - Bidder shall carefully examine all contract documents and addenda to become thoroughly familiar with the detailed requirements prior to submitting proposal. If a bidder finds discrepancies or ambiguities in, or omissions from documents, or is in doubt as to their meaning, he/she shall notify the Village Clerk not later than ten days prior to bid due date. All addenda will be posted on the Village website (www.bensenville.il.us) under "Business". Addenda shall not be made less than four days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village is not responsible for oral instructions. Direct inquiries to the Deputy Village Clerk. After the bids are received, no allowance will be made for bidder oversight.

5.8 LATE BIDS – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

5.9 MISTAKE IN BID AND BID CHANGES – Bids cannot be modified after submittal. If an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

5.10 RESPONSE TO INVITATIONS - Contractors unable to bid or not bidding will provide a letter of explanation and return the bid form. Contractors who fail to respond on two successive bids will be removed from the qualified bidder's list.

5.11 WITHDRAWAL OF BIDS - A written withdrawal request must be received by the Deputy Village Clerk before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn.

6. AWARD, REJECTION OR DISQUALIFICATION OF BIDS - Contracts are awarded to the lowest responsible bidder. The Village's has the right to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). The Village has the right to reject a Bid if the Bidder failed to furnish required Bid security or to submit data required by the Bidding documents, or if the Bid is incomplete or irregular as determined by the Village.

6.1 Responsibility of a bidder is determined by the consideration of:

A. Bidder's character, integrity, reputation, judgment, experience and efficiency;

- B. Bidder's ability, capability, and skill to perform the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. Bidder's performance quality in previous contracts of services;
- E. Bidder's previous and existing compliance with laws and ordinances relating to the contract or service;
- F. Bidder's ability to provide future maintenance and service for Contract subject;
- G. Number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to Bid;
- I. Current, uncompleted work in which Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. Bidder's financial resources;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price is to be taken into consideration, and a bid which is low in price may be rejected if the furnished material is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration;
- O. Past Village records of the Bidder's transaction or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of bidder's responsibility as determined by the Village.

6.2 The Village may reject any and all Bids, and may re-advertise for new bids.

6.3 The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the Contract;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently on "debarred" bidders list. "Debarred" bidders list are vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder does not provide requested data, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

6.4 Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

6.5 **NOTICE OF AWARD** – After the acceptance and award of the bid, and upon receipt of a purchase order executed by proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

7. CONTRACT PROVISIONS

7.1 CATALOGS – If requested, Bidder will submit catalogs, descriptive literature, detailed feature drawings, designs, construction, finishes, operational manuals and the like not listed in the Specifications to fully illustrate and describe the material or Work proposed.

7.2 MATERIAL, EQUIPMENT, AND WORKMANSHIP - Unless otherwise specified, materials and equipment incorporated in Contract will be new and good quality. All workmanship will be good quality and free from defects. If asked, Contractor shall furnish satisfactory evidence as to source, kind and quality of materials and equipment.

7.3 SHOP DRAWINGS – Bidder will submit detailed shop drawings and layouts showing characteristics of equipment, installation and operation details.

7.4 SPECIAL HANDLING – Before delivering caustic, corrosive, flammable or dangerous to handle product, Contractor will provide written directions for how to handle such products, plus antidote or neutralizing material required in first aid. Contractor will notify Village and provide material safety data sheets for substances used in connection with Contract defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failing or delaying to provide data sheets may cause disqualification.

7.5 TRAINING, DEMONSTRATIONS – If requested Contractors are required to present a demonstration of bid item if Village has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

8. VILLAGE SUPERVISION - The Village Manager, or designee, has full authority over the contracted work and will interpret specifications in a dispute. He/she may order minor changes in a specification if necessary. Major changes will be "additions".

9. SAFETY/LOSS PREVENTION PROGRAM – Village may request Contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

10. VENUE – For the purposes of a lawsuit(s) between Contractor and Village regarding the Contract, its enforcement, or subject matter, the venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

11. DELIVERY

- A. The start of work is immediately after contract execution. The Village may cancel the Contract without obligation if Delivery requirements are not met. If Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision.
- B. All deliveries must be made Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
- C. Shipments become the property of the Village after delivery and acceptance.
- D. Bid price shall include delivery as indicated herein.
- E. All prices must be quoted F.O.B. Bensenville, Illinois.
- F. CONTRACTOR assumes all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at point of delivery; and shall purchase and maintain insurance on the Goods during fabrication process and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and other perils, as CONTRACTOR deems appropriate.

12. DAMAGES TO PROPERTY

12.1 CONTRACTOR is responsible for property damage caused by their work performed for this contract and shall replace or restore it to its original condition at no cost to the occupant, owner or Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

12.2 CONTRACTOR is not authorized to drive equipment on private property without property owner's written authority.

12.3 If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Director of Public Works prior to starting work. Take pictures of preexisting damage before beginning. This is for the CONTRACTOR'S protection.

13. VILLAGE INSURANCE REQUIREMENT – Contractors shall procure and maintain for the contract duration insurance against claims for injuries to persons or property damages which may arise from or in connection with the performance of the Contracted, his agents, representatives, employees, or subcontractors.

13.1 MINIMUM SCOPE OF INSURANCE COVERAGE SHALL BE AT LEAST AS BROAD AS:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with Village of Bensenville named as additional insured; and
- B. Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

13.2 MINIMUM LIMITS OF INSURANCE CONTRACTOR SHALL MAINTAIN:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate not less than \$1,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation: Statutory Limits
- D. Employers' Liability limits of \$1,000,000 per accident.

13.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

13.4 OTHER INSURANCE PROVISIONS - Policies are to contain, or be endorsed to contain:

A. General Liability and Automobile Liability Coverages

- 1. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

2. The Contractor's insurance coverage shall be primary as respects to the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
 4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- B. **Workers' Compensation and Employers' Liability Coverage** - The insurer agrees to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
- C. **All Coverages** - Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

13.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

13.6 VERIFICATION OF INSURANCE COVERAGE - Contractor shall give the Village of Bensenville certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. Village of Bensenville may request full certified copies of policies and endorsements.

13.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

13.8 ASSUMPTION OF LIABILITY - Contractor assumes liability for all injury to or death of any person(s) including employees of the Contractor, any sub-contractor, any supplier or other person(s) and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

14. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this work, its employees, or subcontractors, or which may in anywise result, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and expenses arising therefore or incurred in connection with, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees.

Contractor agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

15. DEFAULT - The Village may, subject to the provisions specified, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor/Vendor fails to:

- A. make material delivery or perform the services within specified time or any extension hereof; or
- B. make progress that endangers contract performance; or
- C. provide or maintain in full force and affect the liability and indemnification coverages or performance bond as required.

If the Board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

16. ALTERNATE MATERIALS AND EQUIPMENT - Where specifications read "or approved equal", contractor shall give written description to Public Works Director for approval. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that performs a comparable function and is equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives identify by brand name and catalog number. Also include manufacturer's literature with the bid. Bidders will be required to furnish samples upon request and without charge to the Village.

17. BIDDER'S ACCESS TO PROCUREMENT INFORMATION - All procurement information shall be public record to extent provided in Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

18. ACCEPTANCE - Contracted work is accepted when final payment is made.

19. PAYMENT - The Village Board approves payouts to vendors at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment is made by check and issued the same week as payout approval. Payouts do not appear on the agenda until the appropriate Village staff has accepted the product to be delivered, or work performed under contract.

20. PAYMENT WITHHELD - The Village may withhold, or due to subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Contractor's failure to properly pay subcontractors or for material or labor;
- d. Damage to other contractors' tools, materials, work or equipment;
- e. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

21. DEDUCTIONS FOR UNCORRECTED WORK - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

22. **LIENS** – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

23. **REORDERS** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached by the contractor. Reordering shall be within the sole discretion of the Village.

24. GUARANTEES AND WARRANTIES

24.1 All material, workmanship, services, and purchased commodities will be guaranteed from defects for at least one year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

24.2 All warranties for materials or equipment must be received with title before payment is recommended.


25. **CHANGES/ADDITIONAL SERVICES/DELETIONS** - Requests for changes or modifications to this contract must be submitted in writing and approved by Village Director of Public Works or designee, prior to such changes or modifications being made. Additional service desired from contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work starting. If charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

26. **CHANGE ORDER AUTHORIZATION** - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.) no change order may be made in this contract which authorizes or necessitates an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or designee that:

- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b. Circumstances said to necessitate the Change were not within contemplation of the contract as signed; or
- c. The change is in the best interest of the Village.

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

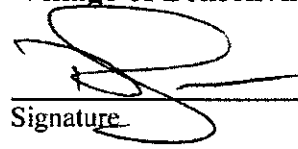


Signature
CEO

Title
4/19/18

Date

Village of Bensenville:



Signature
Village President

Title
4/24/18

Date

**VILLAGE OF BENSENVILLE
BID COMPLIANCE CERTIFICATION**

I, _____, having been first duly sworn, depose and state that:
(owner/authorized company representative)

(Name of Company) ("Contractor"), having submitted a proposal for:

_____ to the Village of Bensenville, hereby certifies that Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

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

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

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

By: _____
(Officer or Owner of Company stated above)

Title: _____

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 2017.

NOTARY PUBLIC