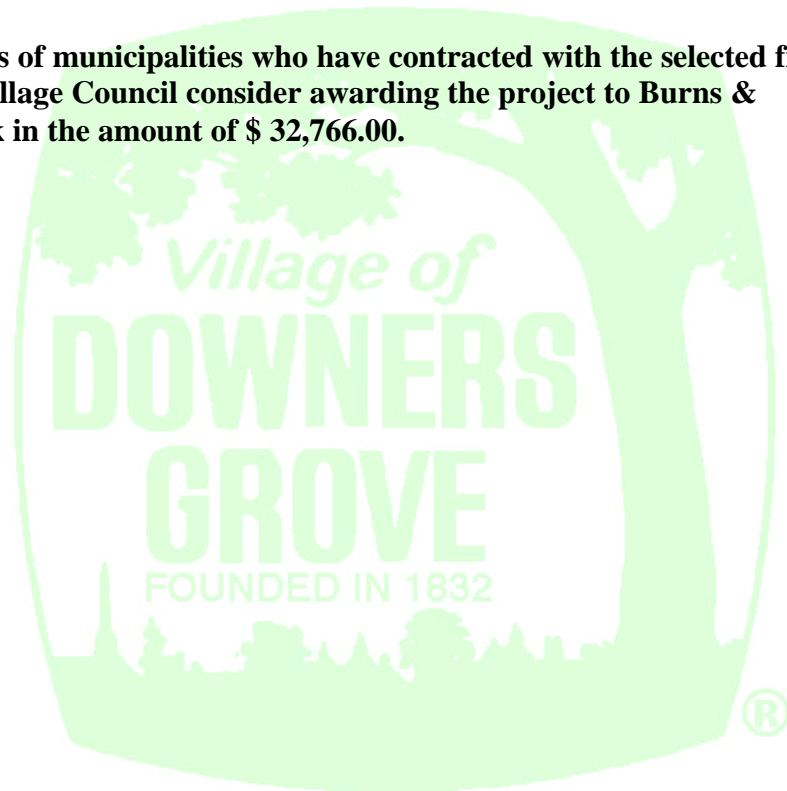


ATTACHMENT:

The schedule of respondents to the RFP and a copy of the proposal is attached.

RECOMMENDATION:

Having checked all references of municipalities who have contracted with the selected firm, staff recommends that the Village Council consider awarding the project to Burns & McDonnell, Inc. of Oakbrook in the amount of \$ 32,766.00.



August 8, 2003
VULNERABILITY ASSESSMENT & EMERGENCY OPERATING PLAN UPDATE RFP'S

COMPANY NAME	REPORT PREPERATION AMOUNT	VULNERABILITY ASSESSMENT AMOUNT	TOTAL LUMP SUM AMOUNT
ROBERT H. ANDERSON & ASSOCIATES, INC. (RHA&A)	\$42,100.00	\$8,240.00	\$50,340.00
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC. (CTE)	\$15,000.00 \$15,000.00	\$28,500.00 \$20,000.00	\$43,500.00 RAM W/ \$35,000.00 RAM W/O
VERSAR, INC.	\$6,910.00 \$6,910.00	\$85,340.00 \$36,680.00	\$92,250.00 RAM W/ \$43,590.00 RAM W/O
GRAEF ANHALT SCHLOEMER & ASSOCIATES, INC. (GAS)	\$20,515.00	\$76,596.00	\$97,111.00 RAM W/
BURNS & McDONNELL	\$8,464.00	\$24,312.00	\$32,776.00
STRAND ASSOCIATES, INC.	\$12,000.00 \$7,500.00	\$16,500.00 \$10,000.00	\$28,500.00 RAM W/ \$17,500.00 RAM W/O

Submitted By:

Consultant Burns & McDonnell, Inc.

Street Address 2601 West 22nd Street

City State Zip Oak Brook, IL 60523

Phone No./FAX No. 630-990-0300 / 630-990-0301

REQUEST FOR PROPOSALS

Vulnerability Assessment and Emergency Operating Plan Update

PROPOSAL AND SPECIFICATIONS

Village of Downers Grove

Public Works Department

July 18, 2003

Capital Project # 14-03

The VILLAGE OF DOWNERS GROVE will receive proposals until 5:00 P.M. Friday, August 8, 2003 at the Public Works Department Facility, 5101 Walnut 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. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and two (2) copies of the total proposal. Upon formal award of the proposal, the successful consultant will receive a copy of the executed contract.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

I. REQUEST FOR PROPOSAL
Project # 14-03

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to 5:00 P.M. on Friday, August 8, 2003.
- 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 Proposers **MUST** submit an original and two (2) copies of the total proposal. Proposals shall be submitted in an opaque sealed envelope marked with the title: "**Vulnerability Assessment and Emergency Operating Plan Update**", and date, name and address of the RFP Agent. The envelope shall be addressed to: **Mr. John J. Bajor, Jr., Director of Public Works**, and mailed to the Village of Downers Grove Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515. **Separate proposals shall be provided for both the Vulnerability Assessment (VA) and Emergency Operating Plan (EOP) of the Comprehensive Project. Additionally, separate proposals may be provided for a RAM-W Methodology and/or a non-RAM-W Methodology which would meet the intent of this RFP.**
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, telegraph, and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential RFP Agent.

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.
- 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.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

I. REQUEST FOR PROPOSAL
Project # 14-03

All changes or interpretations of the specifications shall be made by the Village in a written addendum.

- 2.3 In case of error in the extension of prices in the RFP, 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, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions 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 telegram or letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the RFP opening. Telephone 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 telegram or letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of sixty (60) calendar days from the date set for the proposal opening, unless otherwise specified.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

I. REQUEST FOR PROPOSAL
Project # 14-03

4. DELIVERY

- 4.1 All proposal prices are to be quoted, delivered F.O.B. to Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

5. TAX EXEMPTION

- 5.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will be provided as needed.

6. RESERVED RIGHTS

- 6.1 The Village of Downers Grove reserves the right to waive irregularities and informalities and to accept any Proposal and to 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 proposal will not be waived.

7. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the vendor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days written notice to the successful proposer, in the event of default by the successful proposer. Default is defined as failure of the successful proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the successful proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The successful proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the successful proposer.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

I. REQUEST FOR PROPOSAL
Project # 14-03

Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the successful Proposer.

8. COMPLIANCE WITH LAWS

The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and all State and Federal laws.

9. USE OF VILLAGE'S NAME

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.

10. COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

11. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

I. REQUEST FOR PROPOSAL
Project # 14-03

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

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, (including any liability under the Illinois Structural Work Act, known as the Scaffolding Act), which may arise directly or indirectly from any negligence or form the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and 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 contractor 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 acts or omissions of the Proposer, its employees, or its Subcontractors.

13. NONDISCRIMINATION

(a) Proposer shall, as a party to a public contract:

- (1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (2) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 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.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

I. REQUEST FOR PROPOSAL

Project # 14-03

14. COPYRIGHT/PATENT INFRINGEMENT

The proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

II. TERMS AND CONDITIONS
Project # 14-03

15. INSURANCE REQUIREMENTS FOR CONTRACTORS/SUPPLIERS

The Proposer shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Proposer's proposal.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability Code 1 ("any auto").
3. Workers' Compensation insurance as required by the State of Illinois and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

II. TERMS AND CONDITIONS

Project # 14-03

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

- a. The Village, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor, and products and completed operations of the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers. The wording, "The Village of Downers Grove, its officers and employees are additional named insured", must appear on the certificate.
- b. The Proposer/Vendor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees or volunteers.
- d. The Proposer/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

II. TERMS AND CONDITIONS
Project # 14-03

2. Workers` Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, employees and volunteers for losses arising from work performed by the Proposer for the Village.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days` prior written notice by certified mail, return receipt requested, has been given to the Village.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best`s rating of no less than A:VII. Insurer shall be a licensed insurer in the State of Illinois.

F. VERIFICATION OF COVERAGE

Proposer shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required 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 are to be received and approved by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Proposer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

II. TERMS AND CONDITIONS
Project # 14-03

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

INSURER'S NAME Lockton Companies

AGENT Lisa Wheeler

Street Address 444 West 47th Street, Suite 900

City, State, Zip Code Kansas City, MO 64112

Telephone Number 816-960-9000

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

II. TERMS AND CONDITIONS
Project # 14-03

EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor'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 contractor 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:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, 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.
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.
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 handicap unrelated to ability, or an unfavorable discharge from military service.
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 contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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.
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 purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
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 contractor 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 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 subdivision or municipal corporations.

Sexual Harassment

Proposer, as a party to a public contract, have a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the RFP Agent's or supplier's internal complaint process including penalties;
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;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

Drug Free Work Place

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

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 grantee'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: abide by the terms of the statement; and 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.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee'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.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
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.
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.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Discrimination

Proposer, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules are specifically incorporated herein.

The American's with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

III. DETAILED SPECIFICATIONS

Project # 14-03

III – A.) SCOPE OF WORK

This project will consist of the preparation of a Vulnerability Assessment (VA) and Emergency Operating Plan (EOP) Update for the Village of Downers Grove water systems. The VA process will be completed in accordance with the recommended Sandia Laboratories Risk Assessment Methodology for Water Utilities (RAM-WSM) protocol as endorsed by the American Water Works Association Research Foundation. The EOP Update will be completed in accordance with AWWA Manual of Water Practice M19 (Emergency Planning for Water Utilities) protocol. The Plan should outline response to security-related threats and incidents as identified in the VA.

Background

The Village of Downers Grove provides water to a combined population of over 125,000 customers. Based upon this figure, the Village of Downers Grove is required to submit a Vulnerability Assessment to the Federal EPA by December 31, 2003, and certification of completion of an Emergency Operating Plan Update six months after that date.

The Village of Downers Grove owns and operates its own distinct water system. The Downers Grove water system consists of over 260 miles of water main and storage facilities having a total capacity of 14.2 million gallons (this includes 8 MG in storage vessels and active water main volumes). The Downers Grove water system purchases all of its water from the DuPage Water Commission. The DuPage Water Commission purchases its water from the City of Chicago, a conventional surface water treatment plant and draws all of its water from Lake Michigan. After the water is treated it is then pumped through the 20 miles of DuPage Water Commission piping before being pumped into Downers Grove's facilities.

The Downers Grove system provides water and pressure its citizens and to very small portions of the Village's of Darien, Westmont, and some portions of unincorporated DuPage County. Similarly, Westmont and Darien may also supply very small portions to the Village of Downers Grove. The average daily consumption of the Village of Downers Grove is 6.0 million gallons a day.

The Village of Downers Grove has participated in DuPage County's Vulnerability Assessment process, and therefore has some working knowledge of the Sandia process.

At a minimum, the project should consist of the following tasks:

Project Initiation Meeting/Data Gathering

The project should begin with an initial kick-off meeting that would serve to present and discuss a variety of components that will be necessary to complete the assessment. An educational presentation on the entire RAM process will be provided to familiarize the team members with the project procedures

Site and SCADA Characterizations

The consultant should complete site and SCADA characterizations for the Village of Downers Grove water facilities. In the interest of security, addresses and capacities for facilities are not included in this RFP. The consultant should anticipate the following total sites when outlining the project approach:

- Elevated Storage Tanks - seven (7) total
- DuPage County Rate Adjusting Stations – six (6) total
- Village of Woodridge Interconnect – one (1) total
- Standby Emergency Wells – four (4) total

A SCADA characterization should also be completed in conjunction with the Village computer networking and water operations staff.

Risk Assessment Exercises

The consultant shall provide services to complete the risk assessment in accordance with the Sandia protocol. The Village will participate in meetings and/or work sessions as necessary to complete exercises and data collection efforts, but the consultant should anticipate leading the activities to result in successful completion of the process.

Meetings

The consultant will propose the number of meetings required to successfully complete this process. However, as a minimum, the following will be expected:

- Kick off meeting
- Work sessions/data gathering meetings/field visits as required to complete the process
- Preliminary VA report review meeting
- Pre-final VA report review meeting
- Emergency Operations Plan Preliminary submittal review meeting
- Public Works / Water Department Presentation Meeting

Report Preparation

The final step should include preparation of a report summarizing the risk assessment efforts. The report should identify the system vulnerabilities and provide a prioritized plan for security upgrades, modifications of operational procedures, and/or policy changes to mitigate identified risks to critical assets. The VA will also include a basis for comparing the cost of protection against the risks posed.

The table of contents for the report as a minimum will be as follows:

1. Executive Summary
 2. Introduction and Purpose
 3. Planning – Team Selection, Mission Statements, Goals
 4. Threat Assessment
 5. Consequence Assessment
 6. System Effectiveness
 7. Risk Assessment
 8. Improvements and Changes
- APPENDIX A – Site Characterizations
APPENDIX B – Fault Tree Analyses

This will include provision of up to 5 draft copies and 5 final copies of this report.

III – B.) SUBMITTAL REQUIREMENTS

Consultants shall provide their qualifications to the Village of Downers Grove to perform this assignment. Minimum submittal information shall be as follows:

Firm Information. Provide information regarding your firm, including office location, size, and ability to complete the project.

Key Personnel. For the VA and EOP, provide an organizational chart for the personnel proposed to complete the project. Provide resumes for the key personnel to be assigned to the project. Identify staff familiar with or trained in the Sandia methodology, and your internal security checks for staffing.

Experience Completing Similar Projects. For the VA and EOP, provide a listing of similar size projects completed by the firm. Identify references that may be contacted to discuss each project.

Project Approach. For the VA and EOP, present your firm's approach/scope of work for this project. Include major tasks and milestones for project performance. Include your firm's internal security processes to protect the Village's data for this assignment. State in succinct terms your understanding of the proposed project.

Schedule. For the VA and EOP, describe in narrative and/or outline form your detailed work plan which indicates your firm's methodology for execution of this contract including a summary of the methodology to be used to perform the work specified, and a synopsis and review of other areas or considerations not addressed in the Statement of Work herein, which the consultant believes to be essential to the effective execution of the project.

Cost. For the VA and EOP, provide a total lump sum "Not to Exceed" cost for the total project. For the purposes of budgetary allocation, provide the costs of performing the work as described herein. Include a detailed spreadsheet outlining the total number of hours key personnel are assigned to the various tasks within the project. Provide costs for each element (VA and EOP) in addition to the grand total.

Implementation Schedule. For the VA and EOP, provide a complete schedule for implementation of the project including all significant milestones, and an estimate of the number of hours required to complete the project. Provide detailed work break-downs (Gantt chart) for each element and a complete project roll-up.

Additional Information and Comments. Include any other information which may be requested in the "Statement of Work" herein, or which you believe to be pertinent to the Village's requirements.

III - C.) INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the Award of the Contract. The Village does not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities, or of the character, location or other conditions pertaining to the Work. Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Village reserves the right to omit any item entirely, or to increase or decrease any or all items.

III - D.) EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The Proposer shall carefully examine the Proposal, Specifications, Special Provisions, and form of Contract and Bond. He/She shall inspect, in detail, the site of the proposed Work and familiarize himself/herself with all the local conditions affecting the Contract, and the detailed requirements of construction. If his/her Proposal is accepted, he/she will be responsible for all errors in the Proposal resulting from his/her failure or neglect to comply with these instructions. The Village will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Should a Proposer find, during the examination of the Contract Documents, or after a visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should he/she be in doubt as to their meaning, he/she shall at once bring the question to the attention of the Director of Public Works for answer and interpretation. The Director of Public Works will review the question and, where information sought is not clearly defined in the proposal or specified, he will issue an addendum to all Proposers in which the interpretation will be made. The Director of Public Works will make no interpretations orally and only instructions in writing will be deemed valid. The Village will not be responsible for any oral instructions. To receive consideration, requests for interpretation must be made not later than three (3) days prior to the date set for receipt of Proposals and if material will be shared with all other prospective proposers. All addenda to this RFP are to be incorporated in the Proposals and will become a part of the Contract Documents.

VILLAGE OF DOWNERS GROVE
Vulnerability Assessment and Emergency Operating Plan Update

IV.
PROPOSAL/CONTRACT FORM

Provide two (2) copies of the Proposer's statement of qualifications and proposal to complete this project. The statement shall be submitted by 5:00 p.m. August 8, 2003 to:

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515
Attn: John J. Bajor, Jr., Director of Public Works

Any questions regarding this request should be addressed to John J. Bajor, Jr., at 630-434-5460 or fax 630-434-5495.

FORM OF PROPOSAL

TO: Village Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515
Attn: John J. Bajor, Jr., Director of Public Works

FROM: Organization: Burns & McDonnell, Inc.
Address: 2601 West 22nd Street
City, State, Zip Code: Oak Brook, Illinois 60532
Contact Person: Laura McGovern
Telephone Number: 630-990-0302 ext. 225
Facsimile Number: 630-990-0301

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, to provide the services as enumerated within the "Specification" or "Statement of Work" herein for the Village of Downers Grove in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

I. TOTAL NOT TO EXCEED COST FOR SERVICES:

A. RAM-W METHODOLOGY:

VULNERABILITY ASSESSMENT: 24,312.00

EMERGENCY OPERATING PLAN: 8,464.00

B. NON-RAM-W METHODOLOGY:

VULNERABILITY ASSESSMENT: 24,312.00

EMERGENCY OPERATING PLAN: 8,464.00

II. ESTIMATION OF NUMBER OF HOURS AND START DATE TO COMPLETE PROJECT:

A. RAM-W-METHODOLOGY:

VULNERABILITY ASSESSMENT:

HOURS: 230 ESTIMATED START DATE: Upon Award

EMERGENCY OPERATING PLAN:

HOURS: 76 ESTIMATED START DATE: Upon Award

B. NON-RAM-W-METHODOLOGY:

VULNERABILITY ASSESSMENT:

HOURS: 230 ESTIMATED START DATE: Upon Award

EMERGENCY OPERATING PLAN:

HOURS: 76 ESTIMATED START DATE: Upon Award

III. ALTERNATIVE FEE STRUCTURE: (Please provide a detailed explanation)

None

AUTHORIZED NEGOTIATORS:

Name: Laura McGovern Phone #: 630-990-0302 x225

Name: Stephen M. Linnemann Phone #: 630-990-0302 x236

RECEIPT OF ADDENDA:

Addendum #1: None

Addendum #2: _____

Addendum #3: _____

PROPOSER'S CERTIFICATION

Proposer, Burns & McDonnell, Inc., hereby certifies that it is not barred
(Name of Contractor)
from proposing on the contract for: Vulnerability Assessment & Emergency Operating Plan Update
(Description of Contract)
as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that contractor 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 Contractor is in compliance with the agreement.

BY: [Signature]
Contractor's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR N/A
Name
N/A
Social Security Number

Subscribed and sworn to before me this
8 day of August, 2003.
[Signature]
Notary Public



(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

Burns & McDonnell, Inc., and the full names of its Officers are as follows:

President: David G. Ruf, Jr.

Secretary: Gerard T. Bukowski

Treasurer: Mark H. Taylor

and it does have a corporate seal. (In the event that this bid 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 _____.

REFERENCES

List below current references for which you have performed work similar to that required by this proposal. *Please provide this information for each partner in a Joint Venture.*

Municipality: Village of Glenview

Address: 1333 Sherman Road

City, State, Zip Code: Glenview, Illinois 60025

Telephone Number: 847-657-3049

Contact Person: Doug Fick

Dates of Service: 2002 - 2003

Municipality: City of Naperville

Address: 400 South Eagle Street

City, State, Zip Code: Naperville, Illinois 60566

Telephone Number: 630-420-6131

Contact Person: Allan Poole

Dates of Service: 2002 - 2003

Municipality: Village of Villa Park

Address: 20 South Ardmore

City, State, Zip Code: Villa Park, Illinois 60181


Telephone Number: 630-834-8505

Contact Person: Vydas Juskelis

Dates of Service: 2003

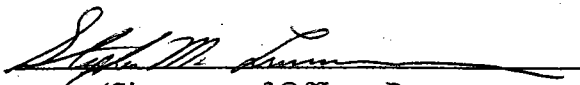
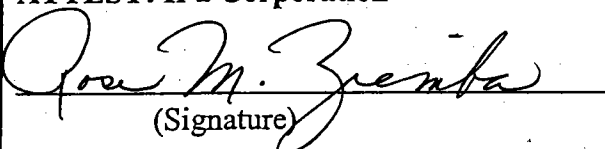
Complete this form and submit it with Form of Proposal.

Consultant's Name: Burns & McDonnell, Inc.

Signature: 

IV.
PROPOSAL/CONTRACT FORM (Continued)

Entire Block Must be Complete When Proposal is Submitted to be Considered for Award

PROPOSER:	Burns & McDonnell, Inc. _____ (Company Name)
Date of Proposal <u>August 8, 2003</u>	<u>2601 West 22nd Street</u> _____ (Street)
<u>630-990-0301</u> (Fax Number, if available)	<u>Oak Brook, Illinois 60523</u> _____ (City) (State) (Zip)
Contact Name: <u>Laura McGovern</u>	<u>630-990-0300</u> _____ (Phone Number)
<u>630-417-3363</u> (24-Hour Telephone)	 _____ (Signature of Officer, Partner Or Sole Proprietor)
ATTEST: If a Corporation	<u>Stephen M. Linnemann</u> _____ (Print Name)
 _____ (Signature)	<u>August 8, 2003</u> _____ (Date)
<u>Administrative Assistant</u> _____ (Title)	

ATTEST:

VILLAGE OF DOWNERS GROVE

(Village Clerk Signature)

(Date)

(Authorized Signature)

(Title)

(Date)

In compliance with the specifications, the undersigned 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.

THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE VILLAGE TO ACCEPT THE PRODUCT OR SERVICE.

We would propose to incorporate the attached terms and conditions to the Village's standard contract.

BURNS & McDONNELL ENGINEERING COMPANY INC.
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

Date of Letter, Proposal or Agreement: 8-8-03

Client: Village of Downers Grove, Illinois

Project: Vulnerability Assessment and Emergency Response Plan

1. SCOPE OF SERVICES

For the above-referenced project, Burns & McDonnell Engineering Company, Inc. ("Engineer") will perform the services set forth in the above-referenced Letter, Proposal or Agreement, of which these Terms and Conditions are a part.

2. PAYMENTS TO ENGINEER

A. Compensation will be as stated in the above-referenced Letter, Proposal or Agreement. Statements will be in Engineer's standard format and are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date. Such late payment charge shall be calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting any delinquent amount, including reasonable attorney's fees, shall be reimbursed by Client. If a portion of Engineer's statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed by state and local authorities, other than federal and state income tax and Kansas City, Missouri earnings tax, shall be in addition to the payment stated in the above-referenced Letter, Proposal or Agreement.

3. INSURANCE

A. During the course of performance of its services, Engineer will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000 and Commercial General and Automobile Liability insurance with combined single limits of \$1,000,000.

B. If the Project involves on-site construction-phase services by the Engineer, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming the Client as a Named Insured and the engineer as an additional insured or to endorse Client and Engineer as additional insureds on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance to the Client and Engineer.

C. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

4. INDEMNIFICATION

A. Client agrees that it will require all construction contractors to indemnify, defend and hold harmless Client and Engineer from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, its employees, agents, subcontractors and suppliers.

B. If this project involves construction and Engineer does not provide engineering services during construction including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications, Client agrees to indemnify and hold harmless Engineer from any liability arising from this Project or Agreement.

5. PROFESSIONAL RESPONSIBILITY

A. Engineer will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If the Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from Client, the professional engineering services necessary to correct errors and omissions caused by Engineer's failure to comply with above standard and reported to Engineer within one year from the completion of Engineer's services for the Project. No warranty, expressed or implied, is included in this agreement or in any drawing, specification or opinion produced pursuant to this agreement.

B. In no event will Engineer be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased costs, loss of revenue or profit, lost production, claims by customers of Client or governmental fines or penalties.

C. The Engineer's aggregate liability for all damages connected with its services under the Project not excluded by the preceding subparagraph will not exceed \$50,000, \$200,000 or the compensation paid for services, whichever ever is greater.

D. The obligations and remedies stated in this Paragraph 5, Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies available to Client, whether liability of the Engineer is based on contract, warranty, strict liability or tort (including negligence), indemnity or otherwise.

E. In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased costs, loss of revenue or profit, lost production, claims by customers of Client, OWNER, or governmental fines or penalties.

6. ESTIMATES AND PROJECTIONS

Engineer's estimates and projections of construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operational results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material, equipment, labor productivity, construction contractor's procedures and methods, and other factors Engineer does not guarantee the accuracy of its estimates and projections.

7. ON-SITE SERVICES

Project site visits by Engineer during construction or equipment installation or furnishing of Project representatives shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; construction safety precautions or programs; or for any construction contractor's failure to perform its work in accordance with the contract documents.

8. CHANGES

Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the Client and the President or any Vice President of the Engineer.

9. TERMINATION

Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.

10. DISPUTES

If a dispute arises relating to the performance of the services to be provided hereunder and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs and attorney's fees and other related expenses.

11. RIGHTS AND BENEFITS

Engineer's services will be performed solely for the benefit of the Client and not for the benefit of any other persons or entities.

12. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal or Agreement contain the entire agreement between the Engineer and Client relating to the Engineer's services for the project herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Engineer's services for the project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issues Engineer a purchase order, no preprinted terms thereon shall become part of the agreement. Said purchase order document, whether or not signed by Engineer, shall be considered as a document for the Client's internal management of its operations.