

City of Fayetteville Staff Review Form

2018-0127

Legistar File ID

3/6/2018

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

2/15/2018

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding RFP #17-07 and authorizing a contract with EcosConnect, LLC in the amount of \$12,000.00 for Backflow Tracking Software and Services for the Backflow Department.

Budget Impact:

5400.720.1840.5314.00		Water and Sewer	
Account Number		Fund	
02066.1801		Backflow Prevention Assemblies	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 93,190.00
		Funds Obligated	\$ -
		Current Balance	\$ 93,190.00
Does item have a cost?	Yes	Item Cost	\$ 12,000.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ 81,190.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF MARCH 6, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: February 15, 2018
SUBJECT: **Approval of a Backflow Tracking Software and Service Contract with EcosConnect, LLC**

RECOMMENDATION:

Staff recommends awarding RFP #17-07 and approving a software and service contract with EcosConnect, LLC in the amount of \$12,000.00 for backflow tracking services for the Backflow Department.

BACKGROUND:

The City of Fayetteville Backflow Department has always internally handled backflow assembly test and survey submissions (from certified testers) and customer notification regarding their backflow assemblies. The City currently has over 12,000 backflow assemblies, with more than 500 added each year for the last several years. The Backflow Department is currently in need of a web-based backflow prevention/cross connection tracking software application and program support services that will allow for the department to keep track of the increasing amount of assemblies and test reports.

DISCUSSION:

The City received a proposal from EcosConnect, LLC (RFP #17-07) that will provide the necessary web-based software and services needed to manage the large number of submitted assembly test reports, as well as keeping track of all of the backflow assemblies in the City and when they are to be tested. The software also sends out notifications to customers, telling them that their assembly needs to be tested or if it is out of compliance. This will save a tremendous amount of time, and will also create more accurate backflow records as a result of having less data entry and human error.

EcosConnect, LLC will charge \$12,000.00 at the signing of the contract, which will be credited towards the cost of \$1.00 per submitted backflow assembly test report (test reports cost \$1.00 per submission thereafter). EcosConnect, LLC will charge \$2.00 per customer notification generated and distributed.

BUDGET/STAFF IMPACT:

Funds are available within the Backflow Prevention Assemblies Project.

Attachments:

Contract for Backflow Tracking Services



**CITY OF
FAYETTEVILLE
ARKANSAS**

Contract for Services:
Contract for Backflow Tracking Services
Between the City of Fayetteville, AR
and EcosConnect, LLC.
Renewal Terms: 1 year with 4 renewals

Agreement is made this _____ day of _____, 2018 by and between the **City of Fayetteville, Arkansas (City)** located at 113 W. Mountain, Fayetteville, Arkansas 72701 and **EcosConnect, LLC. (EcosConnect)** located at 1925 NW Amberglen Pkwy, Suite 130, Beaverton, OR 97006.

WITNESSETH:

WHEREAS, City has previously determined a need for a PROVIDER FOR BACKFLOW TRACKING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 17-07 (herein after referred to as Request for Proposal or RFP), City hereby awards this contract to EcosConnect, LLC; and

WHEREAS, EcosConnect has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Term: This Agreement shall be for an initial one-year period from the effective date of this contract. This agreement may be renewed for four (4) additional one (1) year terms with approval of both parties.
 - a. This contract may be canceled by either party with thirty (30) days written notice. In the event of cancellation, all records pertaining to the City of Fayetteville accounts and records shall become the property of the City of Fayetteville and turned over accordingly within thirty (30) calendar days after cancellation of contract. The records shall be delivered to the City of Fayetteville within a comma separated file (.csv) which will include all data that has been stored and collected per this contract.
 - b. Services shall be performed in a timely manner.
 - c. Failure of EcosConnect to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the sole discretion of the City.
 - d. In addition to all other legal remedies available to it, the City reserves the right to cancel or obtain from another source any services which have not been provided within the period of time stated in this agreement, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

2. Attachments: The Contract documents which comprise the contract between the City and the EcosConnect consist of this Contract and the following documents attached hereto, and made a part hereof. In the event of a conflict between the terms of this Contract and the above referenced

documents, the conflict shall be resolved as follows: the terms of this Contract shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

- a. Exhibit A: The City's Request for Proposals, inclusive of all Addenda, RFP 17-07
- b. Exhibit B: EcosConnect's response to RFP 17-07
- c. Exhibit C: Scope of Work

3. Fees and Expenses: The City shall pay EcosConnect usage fees based on the following schedule.

- a. ***Test report/survey submission fee***: \$1.00 per test report or survey submitted through system. Billed monthly based on prior month's actual submissions through Service.
- b. ***Initial setup/start-up fee***: \$12,000.00 due upon contract signing. Credited back against test report and survey submissions. Credit cannot be applied to Customer notice generation and distribution fees as described below.
- c. ***Customer notice generation and distribution fee***: \$2.00 per backflow prevention assembly listed on each notice for all notices generated and distributed by EcosConnect for benefit of the City. These fees shall be billed monthly based on prior month's actual production of notices.
- d. ***Manual Entry of Test Data by Vendor***: \$4.00 per completed test report (200 completed test reports minimum). Billed monthly as required.
- e. ***Data entry fees***: Fees for backlogged data may be applied to the initial setup/ start-up fee.
- f. **Taxes**: Fee payment amounts under this agreement do not include Taxes, and Customer shall pay all Taxes applicable to payments between the parties under this agreement. The City is not a tax-exempt entity.
- g. EcosConnect shall track, log and provide reporting data related to this agreement along with invoice for payment for each month. Annual fee increases shall be capped at 2% for entry fees and allow for annual for United States Postal Rate increases for notifications.
- h. ***Additional live training***: Any additional remote live training in excess of the allowed four (4) hours per month may be charged at \$200.00 per hour. One live on-site training shall be included at startup. Additional onsite training shall be \$1,600.00 per day plus transportation costs as outlined in EcosConnect's submittal.

4. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.

5. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas and City ordinances. Venue for all legal disputes shall be Washington County, Arkansas.

6. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

7. Changes in Scope or Price: Changes, modifications, or amendments in scope, price, or fees to this Contract shall not be allowed without a prior formal amendment to the Contract approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
8. Contract Administration: The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. EcosConnect Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract.
9. Freedom of Information Act: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, EcosConnect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), exempting those records that, "if disclosed would give advantage to competitors or bidders," as described in Section (b)(9)(A). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
10. Professional Responsibility: EcosConnect shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
11. Assignment and Subcontracting: EcosConnect shall perform this Contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, EcosConnect shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this Contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
12. Permits & Licenses: EcosConnect shall secure and maintain any and all permits and licenses required to complete this Contract.
13. Indemnification: EcosConnect shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property a result of or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of EcosConnect; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by EcosConnect represents specific consideration for this indemnification obligation.
14. Payments: The City shall pay all invoices within 30 calendar days of acceptance.

15. Special Conditions:

- a. The City reserves the right to review, audit, and examine any and all records obtained by **EcosConnect** pertaining to accounts turned over by the City.
- b. **EcosConnect** shall show proof of any required licensing required by the State of Arkansas. Any required license shall be kept current throughout the term of this Contract. Proof of bonding certificate and licensing shall be submitted before each renewal.
- c. Customer accounts and all associated information updates shall be discontinued by **the City** at the sole discretion of the City. All historical information may be retained within EcosConnect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: _____
LIONELD JORDAN, Mayor

By: Paul A. Molisani
Paul Molisani, Principal

ATTEST:

WITNESS: [Signature]

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date Signed: _____

Date Signed: 2/2/2018



RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 17-07, Backflow Tracking Services

DEADLINE: Thursday July 06, 2017 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday June 09, 2017

REQUEST FOR PROPOSAL
RFP 17-07, Backflow Tracking Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, AR
Request for Proposal
RFP 17-07, Backflow Tracking Services

The City of Fayetteville, Arkansas, invites qualified and experienced vendors to submit responses to Request for Proposal (RFP) 17-07, Backflow Tracking Services for the purchase of software and monitoring services related to backflow tracking as described in the scope of services.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Thursday, July 06, 2017 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Project documents & addendums can be obtained by request from the City of Fayetteville via request from Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or (479)575-8220. The invitation to bid, notice of and addenda issued will be made publically available at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions

CITY OF FAYETTEVILLE

By: Les McGaugh
Title: Purchasing Agent
Ad date: 06/09/17

City of Fayetteville
RFP 17-07, Backflow Tracking Services
Appendix

SECTION:	PAGE NUMBER
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SECTION B: Vendor References	14
SECTION C: Scope of Services and General Information	15
SECTION D: Submittal Signature	19

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposers will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of

clients for whom they have performed similar services and must provide information as requested in this document.

- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official

clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

17. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

24. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

25. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Proposers being on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law in Washington County. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

26. **CONTRACT REQUIREMENTS:** Any contract between the successful proposer and the City shall include the following:

- a. **Indemnification:** The awarded Proposer shall indemnify and hold harmless City of Fayetteville and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fayetteville or any of their agents or employees, by any employee of the successful Proposer, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

- b. **Suspension or Termination of Services:** City of Fayetteville or awarded Proposer shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the other party of its intention to terminate.
- c. **Laws and Regulations:** The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

- d. **Assignments:** The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- e. **Insurance:** The successful Proposer shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fayetteville. Premiums for all insurance policies required shall be the responsibility of the Proposer.

- i. **Worker's Compensation:** Statutory Amount

- ii. **Comprehensive General & Automobile Insurance**

- f. **Payments:** If the Consultant has made application for payment as above, the Project Manager will issue a request for payment to the Accounting Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a payment. The City intends to pay accepted invoice within thirty (30) calendar days. No payment shall constitute an acceptance of any services not in accordance with the Contract Documents.

- i. **Final payment:** Upon receipt of written notice from the Consultant that all contracted services are complete, the Project Manager will, within a reasonable time, review all services and reports. If the Project Manager finds the services and reports of the Consultant complete and acceptable in accordance with the provisions of the Contract Documents, s/he shall, within a reasonable time, process a pay request so that final

payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and still unsettled.

- g. **Renewable Terms:** The City reserves the right to award this contract for a single year, beginning with the date approved by the Fayetteville City Council, and for four additional automatic one year renewals. The City reserves the right to cancel this contract within thirty (30) days prior written notice.
- h. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- i. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

27. APPENDIX DOCUMENTS: The appendix documents below are included as part of this RFP

- a. Appendix A – Backflow and Meter totals for the City of Fayetteville, AR
- b. Appendix B – Ordinance 5970 (Amend § 51.146 Backflow Prevention)

City of Fayetteville
RFP 17-07, Backflow Tracking Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

1. BACKGROUND

The City of Fayetteville delivers water to residential, commercial, and industrial customers in Fayetteville as well as smaller communities including Elkins, Farmington, Goshen, Greenland, Mount Olive Rural Water Association, Wheeler, Johnson (south), Rural Washington County, and West Fork. Services provided also includes a Cross Connection Program that maintains fire, domestic, and irrigation backflow records for all backflows in the service area. These backflow preventers protect the public water system from contamination from the customer's water system. The City's current database consists of several high health hazard facilities such as wastewater plants, hospitals, health clinics, veterinary clinics, public schools, University of Arkansas, car washes, restaurants, factories, food processing plants, lawn irrigations, and thousands of residential customers. The City of Fayetteville is currently tracking an estimated 6000 commercial, industrial, and commercial irrigation backflow preventers. This does not include residential at this time. The City anticipates tracking an estimated 4000 residential backflow preventers in the future.

2. PROJECT SCOPE

The City of Fayetteville is seeking proposals from qualified firms to provide backflow prevention, cross connection tracking software, and implementation for the Meter Department, Backflow Division. Proposers are encouraged to be creative in using information provided as a starting point, and as a baseline in providing a response outlining capabilities of the tracking software application. The proposer shall provide all labor, materials and equipment necessary to perform the work required for notification of backflow assembly testing. The proposer shall also provide all labor, materials, and equipment necessary for an online notification, tracking and data management system which maintains customer, backflow, and certified tester's information.

3. STATEMENT OF WORK/RESPONSIBILITIES

1. Fayetteville currently utilizes an electronic records keeping software program which can be used to initially populate the proposers program. However, there may be many test reports and surveys which may require manual data entry by the proposer prior to implementation.
2. Proposer shall provide and maintain an online hosted database to house Fayetteville's Cross Connection customer and tester information with the following features:
 - a. Provide real time access to the customer database to a minimum of 6 (six) licensed users.
 - b. Provide access to view and export real time compliance reports, customer's testing information, and certified tester information.
 - c. Capable of storing at least, but not limited to the following:
 - i. Test report information of current and past reporting's to include:
 1. Property name, address, contact information
 2. Backflow test readings, manufacturer, size, model, serial number and location of assemblies.
 - d. Maintain record of all letter notifications sent via proposers system including
 - i. Letters to be sent by the proposer shall include the following, or similar thereto:
 1. Test Due
 2. Test Past Due

3. Test Failure (if applicable)
4. Insufficient Backflow Protection for the Application (if applicable)
 - e. Maintain Certified Tester's company information, backflow certification certificates, licensing, annual test kit calibration certificates
 - f. Maintain customer information for active and inactive accounts
 - g. Ability to track all surveys of City's choice
 - h. Ability to send testing notification to Certified Tester after online submissions
 - i. Ability to send email notifications of passing reports to customers
 - j. Ability to send, store, and access additional letter notifications
3. Proposer shall be responsible for issuing multiple letters to properties having testable containment backflow assemblies in order to facilitate compliance in accordance with Fayetteville's Cross Connection Ordinances. Format and content of letters shall be approved by the City of Fayetteville in advance.
4. All correspondence and communication documents including but not limited to letters, communication in writing, emails, etc. shall give the appearance of being directly from the City even though the content will be a collaborative effort by the Proposer and the City. Corresponding documents and letters shall only include City logos.
5. Notifications shall include both customer and backflow assembly information, including when the backflow assembly is due for annual certification, as well as the last tester on record with contact information.
6. Proposer shall be responsible to notify Certified Testers of updated information requirements for test kit and certification requirements. Tester's information shall be kept on record and up to date at all times.
7. Proposer shall provide education and training for local Certified Testers as well as City of Fayetteville staff, up to 10 staff members, conducted in an on-site training sessions.
8. Proposer is responsible for providing real time records of non-compliant customers.
9. Proposer shall have the capability to generate letters for enforcement actions or survey/inspection notification directly from database.
10. Proposer shall include a complete and comprehensive fee schedule. The schedule of fees shall not change during the term of contracted service.
11. The tracking/software application shall have the following processing functions
 - a. Data validation
 - b. Statistical data analysis and graphics
 - c. Data import/export capability
 - d. Reporting
 - e. Photo attachment to backflow test reports
 - f. Detector meter info to include the read and if it registers in gallon or cubic feet
 - g. Estimates gallons used on fire lines and pump test
12. The awarded Proposer shall be responsible for developing a process for receiving Fayetteville's backflow and survey information for both current and new customers, implementing annual notification dates, and receiving of Certified Tester's information.

4. KEY QUESTIONS: All Proposers shall provide answers to the following questions as part of the response to this RFP.

1. How long have you been providing cross connection software to customers?
2. How many current customers do you have utilizing the software being proposed?

3. What is the largest number of backflow devices that a single customer manages with your software?
4. How does your tracking/software manage a cross connection control program?
5. How does your software manage customer data and notifications?
6. Describe the extent of compatibility your software interfaces with all current major browsers including Safari, Chrome, Firefox, and Internet Explorer.
7. Do you offer a mobile application for your software? If yes, what operating systems and devices is your mobile application compatible with? If yes, is it a separate application or a website formatted for mobile device viewing?
8. Is the website used by the tester's user mobile friendly? If so, please describe.
9. How is the City's data stored with relation to other customer data?
10. Is customer data and the City's data stored within a dedicated server or shared server?
11. Describe and provide the hosted server and database architecture.
12. Where are your data centers located and how many exist?
13. What provisions are made for high availability within the primary data center?
14. How does failover occur if the primary data center becomes unavailable?
15. How does the City export data from the system for analysis?
16. Describe and provide your backup strategy.
17. Are there application program interfaces (API) available for interfacing to the proposed system?
18. How will your software link with the City's utility customer information? The City currently utilizes New World ERP, and Hansen
19. Does your software have embedded help documentation? If not, please provide how help documentation is accessed.
20. How customizable is the tracking/software program to the City's preferences?
21. Does your software offer additional modules? If yes, provide a listing of all modules and their functionality within RFP response.
22. What is the process and time frame for converting from New World ERP and Hansen to your software?

5. MAINTENANCE AND SUPPORT QUESTIONS: All Proposers shall provide answers to the following questions as part of the response to this RFP.

1. What type of support does your company offer?
2. List and provide the hours of support with corresponding time zone.
3. How are after hours support request handled?
4. Is there a designated support tech assigned to the City?
5. Is the support honored for the length of the contract?
 - a. If not what options does your company offer?
6. Describe how the City would request support via telephone and web.

6. TRAINING QUESTIONS: All Proposers shall provide answers to the following questions as part of the response to this RFP.

1. Does your company offer on-site training workshops?
 - a. How many?
 - b. Is there a fee?
 - c. Does your company offer ongoing web based training?

- d. If so, how often do you upgrade your online training?
 - e. What is the cost per day for additional onsite training and how many individuals does that include?
 - f. What is the cost per day for remote live training (City staff interacting with company staff to provide training)?
 - g. What training does your company offer the testers?
 - h. Can training be customized for the City's specific needs?
2. Proposers shall include a cost proposal for all personnel requirements and any other applicable cost associated with the services to be provided. At a minimum, provide the following cost breakdown:
- a. Upfront initial setup/start-up costs
 - b. Annual maintenance costs
 - c. Periodic software upgrade costs (if applicable)
7. Pay per use fees (if applicable). **All Proposers shall provide answers to the following questions as part of the response to this RFP.**
- a. Proposers shall provide a break down of fees if there are different fee structures depending on customer type (residential, business, government entity, university, etc.)
 - b. Tester registration fees?
 - c. Manual entry cost per test for test that may not yet be in our electronic database
 - d. Fayetteville in-house tracking fees
 - e. Is there a late fee imposed on those customers that do not comply with proposer requests? If so, how much?
 - f. Can the City of Fayetteville elect to pay all or a portion of online submission fees thereby reducing customer cost?
8. **ADDITIONAL QUESTIONS: All Proposers shall provide answers to the following questions as part of the response to this RFP.**
- a. Can Fayetteville add to the online submission fees to help cover other program costs?
 - b. If yes, will Fayetteville receive 100% of the overage above contractor fee?
 - c. If Fayetteville will not receive 100%, exactly how much will it receive?
 - d. Is there a cost per letter for the contractor to include mailing Installation Due/Past Due notices?
 - e. If yes, how much per letter?
9. **REFERENCES:** Proposer **shall** supply four (4) references for which similar services have been provided for Cross Connection Programs during the past (5) five years. Proposers are advised to provide accurate reference information. References will be checked during evaluation period. The City reserves the right to consider experience as part of evaluation.

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

DUNS#: _____ TAX ID: _____



Backflow Totals

RFP 17-07
Appendix A

Total Water Accounts - 43,259

1	Residential	24,257
2	Commercial, Government, and Industrial	2,793
3	Yard	2,101
4	Fire	618

Total Estimated Backflows - 12,405

1	Residential	6,064	(This is 25% of the total accounts)
2	Commercial, Government, and Industrial	2,800	
3	Yard	2,101	
4	Fire	1,080	(This is 90% of total accounts x 2 DCDA and DC)
5	U of A	930	



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 5970

File Number: 2017-0028

AMEND § 51.146 BACKFLOW PREVENTION:

AN ORDINANCE TO AMEND § 51.146 **BACKFLOW PREVENTION** OF THE FAYETTEVILLE CODE TO MORE CLOSELY CONFORM TO THE LATEST AMERICAN WATER WORKS ASSOCIATION AND ARKANSAS STATE PLUMBING CODE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.146 (B) (6) *Air Gap* by repealing it and enacting a new (6) *Air Gap* as shown below

“(6) *Air Gap (AG)* means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. The air gap shall be at least 2 ½ times the diameter of the supply pipe. In no case shall it be less than 1 inch.”

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.146 (C) Handbook by repealing the end of the sentence “from time to time hereafter be amended” and enacting a new end of the sentence: “and may be revised as needed.”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 51.146 (D) (1) and (2) and enacts the following replacement (1) and (2)

“(1) The requirements and standards set forth herein shall apply to residential establishments having in-ground irrigation systems, fire suppression systems, and/or pools and to industrial and commercial developments and buildings. These establishments, developments and buildings shall follow the requirements of the *Arkansas State Plumbing Code* and the *City of Fayetteville's CrossConnection Control Program: Handbook of Policies and Procedures*.

(2) Single-family residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this section except for residential dwelling units having in-ground irrigation systems, fire suppression systems, pools or otherwise have a plumbing system that presents an unreasonable danger of contaminating the public water supply under the purview of the *Arkansas State Plumbing Code* or the *City of Fayetteville Cross Connection Control Program: Handbook of Policies and Procedures*.”

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby repeals all use of “Water and Sewer Division” and enacts the replacement “Utilities Department” throughout § 51.146.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends §51.146(F)(4) by repealing subsection (b), relettering all following subsections and repealing the current subsection (e) and enacting the following relettered subsection (d) as follows:

“(d) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete crossconnection survey, the public water system shall be protected by the installation of a University of Southern California (USC) approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection. These premises will be considered High Hazard.”


Section 6. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 51.146 (K) Testing and maintenance and enacts a replacement (K) as follows:

“*Testing and maintenance.* The customer or the contractor responsible for the installation of the backflow prevention assembly will notify the Utilities Department immediately after installation of the assembly for inspection. The customer or contractor shall have the backflow prevention assembly tested by a state certified testing technician within ten days of the installation date and annually thereafter, and shall provide the Utilities Department with the proper test forms. In instances where the Utilities Department, the City of Fayetteville, and/or the plumbing inspector deems the hazard to be great enough, testing may be required at more frequent intervals. All costs of testing shall be paid by the customer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the customer through private contract with a state certified assembly repair technician. Records of inspections, testing, and/or repairs to backflow preventers shall be kept by the Utilities Department and/or the city and made available to the state health department upon request. All existing customer premises shall be in compliance with this section in accordance with the notification by the water utility.”

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby repeals the last sentence in § 51.146 (L) *New Construction*.

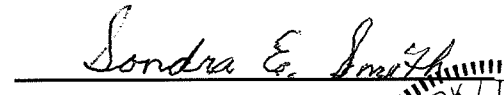
PASSED and APPROVED on 5/2/2017

Approved:

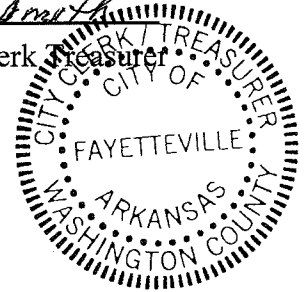


Lioneld Jordan, Mayor

Attest:



Sondra E. Smith, City Clerk





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0028

Agenda Date: 5/2/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

AMEND § 51.146 BACKFLOW PREVENTION:

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Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.146 (B) (6) *Air Gap* by repealing it and enacting a new (6) *Air Gap* as shown below

“(6) *Air Gap (AG)* means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. The air gap shall be at least 2 ½ times the diameter of the supply pipe. In no case shall it be less than 1 inch.”

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.146 (C) Handbook by repealing the end of the sentence “from time to time hereafter be amended” and enacting a new end of the sentence: “and may be revised as needed.”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 51.146 (D) (1) and (2) and enacts the following replacement (1) and (2)

“(1) The requirements and standards set forth herein shall apply to residential establishments having in-ground irrigation systems, fire suppression systems, and/or pools and to industrial and commercial developments and buildings. These establishments, developments and buildings shall follow the requirements of the *Arkansas State Plumbing Code* and the *City of Fayetteville's CrossConnection Control Program: Handbook of Policies and Procedures*.

(2) Single-family residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this section except for residential dwelling units having in-ground irrigation systems, fire suppression systems, pools or otherwise have a plumbing system that presents an unreasonable danger of contaminating the public water supply under the purview of the *Arkansas State Plumbing Code* or the *City of Fayetteville Cross Connection Control Program: Handbook of Policies and Procedures*.”

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby repeals all use of “Water

and Sewer Division” and enacts the replacement “Utilities Department” throughout § 51.146.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.146(F)(4) by repealing subsection (b), relettering all following subsections and repealing the current subsection (e) and enacting the following relettered subsection (d) as follows:

“(d) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete crossconnection survey, the public water system shall be protected by the installation of a University of Southern California (USC) approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection. These premises will be considered High Hazard.”

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 51.146 (K) Testing and maintenance and enacts a replacement (K) as follows:

“*Testing and maintenance.* The customer or the contractor responsible for the installation of the backflow prevention assembly will notify the Utilities Department immediately after installation of the assembly for inspection. The customer or contractor shall have the backflow prevention assembly tested by a state certified testing technician within ten days of the installation date and annually thereafter, and shall provide the Utilities Department with the proper test forms. In instances where the Utilities Department, the City of Fayetteville, and/or the plumbing inspector deems the hazard to be great enough, testing may be required at more frequent intervals. All costs of testing shall be paid by the customer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the customer through private contract with a state certified assembly repair technician. Records of inspections, testing, and/or repairs to backflow preventers shall be kept by the Utilities Department and/or the city and made available to the state health department upon request. All existing customer premises shall be in compliance with this section in accordance with the notification by the water utility.”

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby repeals the last sentence in § 51.146 (L) *New Construction*.

City of Fayetteville Staff Review Form

2017-0028

Legistar File ID

5/2/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

4/5/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO AMEND § 51.146 BACKFLOW PREVENTION TO MORE CLOSELY CONFORM TO THE LATEST AWWA AND ARKANSAS STATE PLUMBING CODE STANDARDS

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u>NA</u>	Item Cost \$ -
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment \$ -
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 2, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water and Sewer Committee

FROM: Tim Nyander, Utilities Director *TN*

DATE: April 14, 2017

SUBJECT: An Ordinance to amend § 51.146 Backflow Prevention to more closely conform to the latest AWWA and Arkansas State Plumbing Code standards.

RECOMMENDATION:

Staff recommends approval of an Ordinance to amend § 51.146 Backflow Prevention to more closely conform to the latest AWWA and Arkansas State Plumbing Code standards.

BACKGROUND:

The Backflow Prevention section has not been revised in a number of years. The American Water Works Association (AWWA) and Arkansas State Plumbing Code (ASPC) have both been revised in recent years, and the City of Fayetteville Backflow and Cross Connection standards need to be amended to reflect those revisions and continue to protect the City of Fayetteville water supply.

DISCUSSION:

It is requested that the Backflow Prevention code be amended in the following ways:

- Definition of "Air gap" amended to reflect the size of air gap needed for compliance.
- Applicability Section amended to add residential, in-ground irrigation systems, fire suppression systems, and pools.
- Added to Section (D)(1) regarding residential, commercial and industrial applicability.
- Added to Section (D)(2) regarding single-family residential applicability.
- Deleted section (F)(4)(b).
- Section (F)(4)(e) amended to include "University of Southern California (USC) approved." Also, added "These premises will be considered High Hazard."
- Amended Section K to include "state" certified testing and "The customer shall be responsible for all testing annually thereafter."
- "Water & Sewer Division" changed to "Utilities Department" all throughout.

As it is written now, the code states that the City of Fayetteville tests all backflow assemblies annually, which is not the case. The code should state that the City of Fayetteville inspects the assemblies after installation, but that the customer or contractor shall be responsible for having the backflow assemblies tested after installation and annually.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS:

Staff Review Form

§ 51.146 Backflow Prevention with Markup

FAYETTEVILLE CODE OF ORDINANCES
TITLE V PUBLIC WORKS

51.146 Backflow Prevention

(A) *Purpose.* The purpose of this section is as follows:

- (1) To protect the public water supply of the city from the possibility of contamination or pollution from backflow into the public water system.
- (2) To promote the elimination or control of cross connections, actual or potential, between the customer's potable water system(s) and non-potable water systems, plumbing fixtures, and industrial piping systems.
- (3) To contain at the service connection any actual or potential pollution or contamination within the customer's premises.
- (4) To provide a continuous, systematic, and effective program of cross-connection control.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *Backflow* shall mean a hydraulic condition, caused by a difference in pressures, in which non-potable water or other fluids flow into a potable water system.
- (2) *Backflow preventer (BFP)* shall mean a testable assembly to prevent backflow.
- (3) *Cross connection* means any actual or potential connection between the public water system and a source of contamination or pollution.
- (4) *Double-check valve assembly (DC)* means a complete assembly meeting AWWA Standard C510 and the requirements of the *Arkansas State Plumbing Code* consisting of two internally loaded, independently operating check valves between two tightly closing resilient-seated shutoff valves, with four properly placed resilient seated test cocks.
- (5) *Reduced-pressure principle backflow prevention assembly (RP)* means a complete assembly meeting AWWA Standard C511 and the requirements of the *Arkansas State Plumbing Code* consisting of a hydraulically operating, mechanically independent differential relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient seated shutoff valves, with four properly placed resilient-seated test cocks.
- (6) *Air gap (AG)* means a physical separation between two piping systems the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. The air gap shall be at least 2 ½ times the diameter of the supply pipe. In no case shall it be less than 1 inch.

(C) *Handbook of Policies and Procedures.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the *City of Fayetteville Cross-Connection Control Program: Handbook of Policies and Procedures*, as and may be revised as needed. ~~from time to time hereafter be amended.~~

(D) *Applicability.*

- (1) The requirements and standards set forth herein shall apply to residential establishments having in-ground irrigation systems, fire suppression systems, and/or pools and to industrial and commercial developments and buildings. These establishments, developments and buildings shall follow the requirements of the *Arkansas State Plumbing Code* and the *City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures*.
- (2) Single-family residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this section except for residential dwelling units having in-ground irrigation systems, fire suppression systems, pools or otherwise have a plumbing system that presents an unreasonable danger of contaminating the public water supply under the purview of the *Arkansas State Plumbing Code* or the *City of Fayetteville Cross-Connection Control Program: Handbook of Policies and Procedures*.
- (3) These standards are supplemental to and do not supersede or modify the *Arkansas State Plumbing Code (ASPC)* and its latest revisions under which the city operates.

(E) *Administration.* ~~The Water and Sewer Division Utilities~~ Department of the city shall be responsible for administration of this section and evaluating the hazards inherent in supplying a customer's water system.

(F) *Backflow prevention.*

- (1) *Evaluation of hazards.* ~~The Water and Sewer Division Utilities~~ Department shall determine whether solid, liquid, or gaseous pollutants or contaminants are, or may be, handled and/or used on the customer's premises in such a manner as to possibly contaminate the public water system.
- (2) *Customer installation of BFP.* When a hazard or potential hazard to the public water system is found on the customer's premises, the customer shall be required to install an approved backflow prevention assembly (BFP), or an air gap, at each public water service connection to the premises.
- (3) *Type of BFP.*
 - (a) The type of BFP required shall depend on the degree of hazard involved.
 - (b) Any backflow prevention assembly required herein shall be an approved type which is in compliance with requirements of the *City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures*.
- (4) *Degree of hazard.* The degree of hazard shall be as determined as set forth in AWWA M-14 manual or as described below:
 - (a) In the case of any premises where there is an auxiliary water supply connected to the plumbing system, the public water system shall be protected from the

FAYETTEVILLE CODE OF ORDINANCES
TITLE V PUBLIC WORKS

possibility of backflow by a reduced-pressure principle backflow prevention assembly (RP) at the service connection.

- (b) ~~In the case of any premises where substances are handled and/or used that are objectionable, but not hazardous to human health, and the likelihood exists of it being introduced into the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or approved double check valve assembly (DC).~~
- (c) In the case of any premises where there is any material hazardous to human health, which is handled and/or used in such a fashion as to create an actual or potential threat to the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or an approved reduced-pressure principle backflow prevention assembly (RP).
- (d) In the case of any premises where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection.
- (e) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey, the public water system shall be protected by the installation of ~~an~~ a University of Southern California (USC) approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection. These premises will be considered High Hazard.

(G) *Noncompliance/emergencies.*

- (1) *Violation/notice.* Upon discovery of any protective device required by this section which has not been installed, or is defective, or has been removed, or altered, or relocated, or bypassed, (except emergency situations), written notice shall be given to the customer. Such notice shall set forth the violation, the remedy required, and the time frame in which the violation shall be remedied.
- (2) *Water service discontinued.*
 - (a) If violations are not corrected by the date and time as stated on the notice, the water supply will be discontinued by the ~~Water and Sewer Division~~ Utilities Department.
 - (b) Discontinued water service shall not be resumed until conditions at the customer's premises have been abated or corrected to the satisfaction of the ~~Water and Sewer Division~~ Utilities Department.
- (3) *No water service connection.* No water service connection shall be installed on the premises of any customer unless the public potable water system is protected as required by this section.
- (4) *Emergency.* In emergency situations when the public potable water supply is being contaminated or is in immediate danger of contamination, the water service shall be discontinued by the ~~water and sewer division~~ Utilities Department immediately without notice.

- (H) *Right of entry.* For the purpose of making any inspections or discharging the duties imposed by this section, the ~~Water and Sewer Division~~ Utilities Department of the city, the state health department, and/or plumbing inspector shall have the right to enter upon the premises of any customer. Each customer, as a condition of the continued delivery to his premises of water from the public water supply, shall be considered as having stated his consent to the entry upon his premises by the ~~Water and Sewer Division~~ Utilities Department of the city, the state health department, and/or plumbing inspector for the purpose stated herein.
- (I) *Ownership.* Backflow prevention assemblies required by this section will be installed downstream of the water meter and are owned by, and are the responsibility of the customer of the water utility.
- (J) *Installation and costs.* Customers of the city water utility requiring backflow prevention assemblies shall pay all costs associated with installation of the appropriate size and type of backflow preventer under private contract. Backflow prevention assemblies shall be installed in accordance with the requirements of the city's *Cross-Connection Control Program: Handbook of Policies and Procedures*. The ~~Water and Sewer Division~~ Utilities Department shall review and approve all plans for placement of backflow preventers prior to installation. Backflow prevention assemblies not installed in accordance with the requirements of the city's *Cross-Connection Control Program: Handbook of Policies and Procedures* shall be corrected at the customer's expense.
- (K) *Testing and maintenance.* The customer or the contractor responsible for the installation of the backflow prevention assembly will ~~notify the Water and Sewer Division~~ Utilities Department immediately after installation of the assembly ~~so that it can be tested and inspected for inspection. The Water and Sewer Division will inspect and test.~~ The customer or contractor shall have the backflow prevention assembly tested by a state certified testing technician within ten days of the installation date, and shall provide the Utilities Department with the proper test forms, ~~and annually thereafter.~~ The Customer shall be responsible for all testing annually thereafter. In instances where the ~~Water and Sewer Division~~ Utilities Department, the City of Fayetteville, and/or the plumbing inspector deems the hazard to be great enough, testing may be required at more frequent intervals. All costs of testing shall be paid by the customer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the customer through private contract with a state certified assembly repair technician. Records of inspections, testing, and/or repairs to backflow preventers shall be kept by the ~~Water & Sewer Department~~ Utilities Department and/or the city and made available to the state health department upon request. All existing customer premises shall be in compliance with this section in accordance with the notification by the water utility.
- (L) *New construction.* All new construction within the city shall be effected upon the passage of this section. ~~All existing customer premises shall be in compliance with this section in accordance with the notification by the water utility.~~
- (M) *Thermal expansion.* It is the responsibility of the customer to eliminate possible hazards caused by thermal expansion if a closed system has been created by the installation of a backflow assembly.



Backflow Tracking Software/Service Proposal

for the

City of Fayetteville, Arkansas

In Response to RFP #17-07, Backflow Tracking Services

From: EcosConnect LLC

Dated: July 3, 2017

Submitted by:

Paul A. Molisani
Co-founder
EcosConnect LLC
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Introduction/Executive Summary

Thank you for the opportunity to submit this proposal to provide Backflow Prevention/Cross Connection Control (CCC) tracking software and services to enhance the capabilities, accuracy, and productivity of the City of Fayetteville's CCC program. EcosConnect is a secure cloud-based application developed from inception for use by both Cross-Connection Control Specialists (CCS) and Backflow Assembly Testers (BAT). In fact, our name comes from the concept that cross-connection control is an "ecosystem" requiring cooperation and collaboration between CCS's, BAT's, and the water user. By "connecting" them through a simple, flexible, and efficient software tool, it will enhance compliance and significantly reduce the likelihood of a backflow event from occurring, while keeping the costs to do so at a minimum.

EcosConnect is much more than a web-based reporting tool. Our vision is to provide software tools that help **all** stakeholders with features and functionality that enable them to manage and track their complete workflow, record communications between users specific to each test/survey, and facilitate the logistics required with having multiple parties involved. Our goal is to enrich the role of the CCS and BAT by reducing and simplifying the administrative activities required of their respective roles so they can focus on identifying hazards and educating water users on the need to protect against exposure to those hazards.

The key difference between EcosConnect and competitors is that the core of our system is a work order/workflow management tool, not just a reporting tool. EcosConnect is easily customized to fit any process where a deliverable (backflow prevention test, site survey, water quality sample, valve exercising, hydrant flushing, customer complaint follow-up, etc) is desired and tracking of **progress and results** is required for each job. Communication *during* the process is critical and often needs to be recorded for legal and administrative purposes, not only at the end of a process when a report is submitted.

Our competitive research indicates that most of the offerings available today are simply transitioning the paper report to a digital format with no features or functionality beyond submitting the final report and some small amount of data aggregation. Photographs and supporting information cannot be viewed or acted upon until the report has been submitted, or is tracked outside the system by utilizing phone and/or email communications. EcosConnect provides tools for real-time chat and the attachment of photos and supporting documentation to each job while it is being performed. This feature is unique in that it gives the users the opportunity to communicate about issues, or potential issues, within a specific job so that the appropriate action can be taken early on, thus minimizing the potential for error and misunderstandings. Additionally, these communications are date/time stamped and are viewable on the "Job" page along with the test results.

Further, EcosConnect can be used as a conduit to share best practices, backflow event history, training materials, identify security vulnerabilities, and the ability to share technical expertise within our community of users. These enhanced capabilities, along with others that will be described later in this proposal, could not be achieved by utilizing a PC based product with a web portal specific to each water supplier. By being cloud-based, every user has equal importance when it comes to the release and implementation of new features and response time to address problems. Both happen promptly without the need to upload a patch or download new software onto your server or PC.

We have strived to keep the process simple, intuitive, and low cost while providing flexibility with the level of use that each account holder may desire.

Approach to overall management

Data migration: During the implementation phase, we will have a dedicated project manager to assist you with defining the data elements you want to collect/track and customization of your Notices as required. Your customer and assembly data will be imported into our software and rationalized to make sure it is consistent with industry standard nomenclature (eg. Conbraco...not CONB).

We offer at no additional cost an initial system introduction and training class to the BAT community in conjunction with, or immediately following, the Water Supplier training so that they know what to expect and how to establish their account prior to the actual transition to EcosConnect from your current system. These classes will include both lecture (show & tell) and the opportunity for hands-on practice. We generally like to perform these classes at the water supplier's location but we can perform offsite if necessary. If there are costs to utilize an offsite location, these are expected to be borne by the water supplier.

Overall Cost Comparison

Our fee structure is simple. \$1/test submission plus \$2/notice generated and mailed by EcoConnect to the water user. As an example, if every customer required a Test Due notice **AND** a Past Due notice, the cost would be \$5 per assembly. It is unlikely that every customer will need both notices and costs can be reduced by not generating notices to customers deemed likely to comply (City-owned properties, parks, universities, hospitals, etc).

If the City decides to pass the cost through to the tester, an additional \$1/test submission will be applied.

EcosConnect LLC was officially formed in March 2014. However, discovery and development work actually began in February 2013. The co-founders, Dan Blaisdell and Paul Molisani bring unique talents and experience to the organization.

Paul has a BS in Mechanical Engineering and an MBA. He has been an Oregon certified BAT and owner of PM Backflow since 2003, an Oregon certified CCS since 2009, an ABPA certified BAT since 2013, and recently became certified as both an ABPA proctor and TREEO (Florida) certified BAT. His experience with CCC programs, backflow testing, and business processes provide the basis for the development of EcosConnect. Check out his company website at www.pmbackflow.com.

Dan Blaisdell formed Manifest Web Design in 2008 which currently has 8 contributors to draw from for talent and support. Manifest develops and maintains several large web and database applications including the Roloff Family (Little People, Big World), Stark's Vacuum, MediPro, and InspectorAde. Dan also has served as VP of Engineering for Tiger Logic which was a public company traded on the Nasdaq under the symbol TIGR until being acquired by SPRINKLR. Additionally, Dan sits on the Portland Community College web advisory committee. Check out his company website at www.manifestwebdesign.com.

EcosConnect was founded on bringing best practices to the CCC industry. We continually research software packages offered both within the industry and for other industries. Being a BAT, Paul has been required to either use, or been exposed to, almost all the PC based programs and early SaaS programs. This continues to inspire him to identify opportunities above competitive offerings and formulate features that bring continually increasing value to all users in the ecosystem surrounding backflow prevention testing and cross connection control. We share ideas with our users regarding ways to reduce costs and non-value added activities based on trends we see within our user community.

Proposal Criteria

Per the RFP instructions, below are the details of our proposal listed following the format suggested:

1) **Background**

It is our understanding that the City of Fayetteville is seeking a service contract with a provider to supply a hosted web-based backflow prevention/cross connection tracking software application and program support services which means to us that you desire software that goes beyond your current needs and can enhance your program capabilities from where it stands today to one which can anticipate and facilitate the workflow requirements of the future. It needs to be scalable (6000 customers to 10,000+) and allow for some customization for Fayetteville's specific needs. Our users enjoy the benefit of new feature development based on best practices utilized throughout the industry as well as features that can only be provided with the advent of mobile and cloud-based computing. We are excited about some productivity tools that are on our roadmap that our competitors cannot provide given their database and hardware architecture.

2) **Project Scope**

A strong CCC program has three primary functions:

1) Tracking compliance and reporting

As you are already aware, the old process of paper reporting and resulting dual entry by the CCS into a PC based tracking system is cumbersome and prone to errors and omissions.

EcosConnect provides secure online access from any web-enabled device for CCS's and BAT's to input their respective work directly into the system while in the field or office. Our software validates that all required fields are populated with data that is relevant. It will not allow an incomplete report to be submitted (see Exhibit #1) and checks that the BAT has all the proper credentials and authorization to work in your district (see Exhibit #2 & #3).

Now is the time for the City of Fayetteville to reassess what information you want to collect from BAT's or other technicians utilizing a software application in the field. Is a specific data element required, optional if available, or no longer necessary? EcosConnect provides the capability and flexibility for you to decide what data elements are important to your program and customize the application to your needs. You are no longer bound by the limitations of what can be fitted on the paper report format or what other local CCC programs are doing. The test report format for distribution to the water user is simplified and more easily interpreted by your customer reducing

phone calls and emails requesting clarification (see Exhibit #4). Test results are immediately available for approval/disapproval upon submission...there is no need for synchronization or quarantine (see Exhibit #5).

Our standard dashboard feature provides a real-time view of how water user compliance stands against your test anniversary schedule with the ability to click through the graphs to the underlying reports (see Exhibits #6 & 7). You can also immediately view and respond to problem areas such as failed assemblies and not waste time viewing/approving individual reports that have passed with no problems. Additional analytical tools are available for a nominal monthly fee if your CCS desires to track and report other less common metrics such as real-time views of the quantity of tests being performed by individual testers and/or companies over a given period of time, failure rates based on individual tester, failure rates based on make/model/size, and types of repairs being made. Also, based on the information in your RFP, Fayetteville will be managing the cross-connection control program(s) for other surrounding districts. EcosConnect provides the capability for your team to separately identify and track these assemblies within the same log-in through the use of different "roles" within a profile. No need to log out and log in separately for management of each district. All analytical and statistical reporting will also be separate. You simply click on the "role" from a drop down menu to access the specific data for that district. This is important so that any administrative fees Fayetteville may be charging those districts can be supported with data relevant to those districts.

2) Communication

The creation and distribution of Notices/Test Reminder Letters to water users is another primary function of a strong CCC program. With EcosConnect, you can create an unlimited number of notice formats (1st, 2nd, 3rd reminders, shutoff notices, failed test notice, insufficient backflow protection, etc) and define rules with regards to when these notices are created and distributed. The software automatically produces a real-time list that meets your customized rules and the CCS can direct the system to print and/or email all the notices in the list or choose a subset if desired. A single PDF file can be created with all notices for easy distribution to your specified print shop, or each notice can be saved as an individual PDF. The "Assembly History" page keeps track of when each notice was created and sent to a customer (see Exhibit #8) Another very useful feature unique to EcosConnect is the ability of CCS's and BAT's to communicate within the system on each job/test. These communications are recorded and tracked similar to a chat session (see Exhibit #9). Additionally, users can also include photo attachment with a posting. When a comment and/or photo is posted by a user, all users within that job's assignment chain receive an email notification providing the posting and a hyperlink to the actual job so they can quickly respond if necessary without the need to perform a search for

that specific job (see Exhibit #10). Why is this feature so important!?! Simply because tracking emails and notes outside of the system and remembering actions required can be unwieldy using a separate email and tickler system.

An enhancement to the feature described above on our development roadmap is to enable the CCS to require an action be completed by a specific date/time and have the system "ping" the respective parties if the action is not closed by the required deadline. No more calling or emailing the BAT to inquire when that backflow preventer is going to be repaired!!! You will be able to post the action and define when it needs to be completed and the system will let you know if the action has not been closed within your required timeframe.

We protect personally identifiable information such as name, phone number, and email addresses by not showing these to a BAT unless they already have a connection to that customer either through prior testing or input of this information themselves. The BAT inputs a testing PIN provided by the customer from their reminder notice to obtain the connection to the site address and related backflow assemblies due for testing.

3) Identification of potential hazards

The last but arguably the most important function of a strong program is to proactively identify and address potential and actual cross connections and define the level of protection required. Most CCS's we work with want more time to perform this function through surveys and site inspections, but are having their work time dominated with chasing down BAT's to revise incomplete or inaccurate test reports. EcosConnect's workflow and feature set will help them gain back that time and allow them to perform more site visits and educate water users on the importance of backflow protection.

Another potential hazard that seems to be common across the USA (but not necessarily defined this way) is the hazard presented by "drive by" testers. Although EcosConnect cannot entirely stop this "fraud" from happening, the mobile app feature will help reduce it as the BAT can be required to provide a site confirmation stamp by utilizing our mobile app which will capture GPS coordinates and date/time of the input. The mobile app is a premium feature with additional subscription fees applied to the BAT's account. It is still in development and expected to be completed for use in 2018.

3) **Statement of Work/Responsibilities** (from this point on, we will use Fayetteville’s RFP text/format with a (response in red and within parenthesis) following each statement or question to aid in evaluation)

1. Fayetteville currently utilizes an electronic records keeping software program which can be used to initially populate the proposers program. However, there may be many test reports and surveys which may require manual data entry by the proposer prior to implementation. (We provide the ability to manually enter test results by other than the actual tester by giving the water supplier a “testing role” also. It is understood that there will be times when data may need to be entered by someone other than the actual entity responsible for performing the work. The data is entered and supporting documents are uploaded via a tester profile under the water supplier account. This maintains the ability to have a complete data set for reporting purposes. Additionally, the “tester role” listed under the water supplier can be used for internal testing purposes such as government buildings, parks, and other areas that may be tested by water supplier staff, not by a private company. As part of our training process, we like to have historical data used and input by the actual tester who performed the testing to be submitted as part of the training process. This accomplishes three goals: 1) Getting the user familiar with the process using their own data, 2) providing a no cost alternative for historical data input into the system with less redundant effort, and 3) providing an avenue for the testing company to get its customer contacts in the system prior to having new jobs created. Should they decide to use our CRM package, they will have a head start on inputting their customer information.)
2. Proposer shall provide and maintain an online hosted database to house Fayetteville’s Cross Connection customer and tester information with the following features:
 - a. Provide real time access to the customer database to a minimum of 6 (six) licensed users.

(There is not a limit on the number of Water Supplier users and no fee charged per Water Supplier user. Additionally, each user can be given different levels of permission to interact with the system/data (ie. Administrator, Technician, Read-only))

- b. Provide access to view and export real time compliance reports, customer’s testing information, and certified tester information. (supported, see Exhibits)
- c. Capable of storing at least, but not limited to the following:
 - i. Test report information of current and past reporting’s to include:
 1. Property name, address, contact information (supported)
 2. Backflow test readings, manufacturer, size, model, serial number and location of assemblies.

(In addition to the above listed elements, we allow for an unlimited number of contacts for a specific service address. In many cases, the corporate office may want to have a notification letter sent to the maintenance manager at the site address but have test reports sent to both them and the site. EcosConnect supports multiple contacts with corresponding notice and test report delivery.)

- d. Maintain record of all letter notifications sent via proposers system including
 - i. Letters to be sent by the proposer shall include the following, or similar thereto:
 - 1. Test Due
 - 2. Test Past Due
 - 3. Test Failure (if applicable)
 - 4. Insufficient Backflow Protection for the Application (if applicable)
- (We will work with the City to develop and integrate any content and format of notification(s) you need that is customizable as your needs change.)
- e. Maintain Certified Tester's company information, backflow certification certificates, licensing, annual test kit calibration certificates (supported, Exhibits #2 & #3)
 - f. Maintain customer information for active and inactive accounts (supported, Exhibit #11)
 - g. Ability to track all surveys of City's choice (supported, but need your specifics for the survey)
 - h. Ability to send testing notification to Certified Tester after online submissions (Supported by use of date/time stamp for status changes on each job, no need for separate notification, the testing company can see when they assign work, when it was submitted throughout the assignment chain, and view/print the test report at any time in the process)
 - i. Ability to send email notifications of passing reports to customers (supported, the testing company has this capability as well as the water supplier to send or resend, passing or failing reports, as necessary)
 - j. Ability to send, store, and access additional letter notifications (supported)
3. Proposer shall be responsible for issuing multiple letters to properties having testable containment backflow assemblies in order to facilitate compliance in accordance with Fayetteville's Cross Connection Ordinances. Format and content of letters shall be approved by the City of Fayetteville in advance. (supported)
 4. All correspondence and communication documents including but not limited to letters, communication in writing, emails, etc. shall give the appearance of being directly from the City even though the content will be a collaborative effort by the Proposer and the City. Corresponding documents and letters shall only include City logos. (supported, we will need the artwork from the City to upload into EcosConnect for placement on correspondence and documents)
 5. Notifications shall include both customer and backflow assembly information, including when the backflow assembly is due for annual certification, as well as the last tester on record with contact information. (supported, EcosConnect has suggestions to better facilitate the intent of making it easier for the customer to contact a tester for service. In many cases, having the last tester works, but there are times when companies discontinue operation or are disqualified by a water supplier to work in their district. There are other means to connect a customer to a qualified tester and make the process even simpler for them. Details can be provided when EcosConnect is the selected provider or by phone interview prior to provider selection if desired)

6. Proposer shall be responsible to notify Certified Testers of updated information requirements for test kit and certification requirements. Tester's information shall be kept on record and up to date at all times. (supported)
7. Proposer shall provide education and training for local Certified Testers as well as City of Fayetteville staff, up to 10 staff members, conducted in an on-site training sessions. (supported, no limit to attendees except as applicable to the facility being used and ability to view display screens)
8. Proposer is responsible for providing real time records of non-compliant customers. (supported)
9. Proposer shall have the capability to generate letters for enforcement actions or survey/inspection notification directly from database. (supported)
10. Proposer shall include a complete and comprehensive fee schedule. The schedule of fees shall not change during the term of contracted service. (supported)
11. The tracking/software application shall have the following processing functions
 - a. Data validation (supported)
 - b. Statistical data analysis and graphics (supported)
 - c. Data import/export capability (supported)
 - d. Reporting (supported)
 - e. Photo attachment to backflow test reports (supported, as well as other document formats)
 - f. Detector meter info to include the read and if it registers in gallon or cubic feet (supported, however we do not yet differentiate between gallons or cubic feet. If necessary, we can develop this capability in our application)
 - g. Estimates gallons used on fire lines and pump test (not yet supported but can be developed if necessary)
12. The awarded Proposer shall be responsible for developing a process for receiving Fayetteville's backflow and survey information for both current and new customers, implementing annual notification dates, and receiving of Certified Tester's information. (supported)

4) **KEY QUESTIONS:** All Proposers shall provide answers to the following questions as part of the response to this RFP.

1. How long have you been providing cross connection software to customers? (3+ years)
2. How many current customers do you have utilizing the software being proposed? (As this proposal is public record, we do not disclose this information. We are a newer company and we are growing. Additional detail can be provided in an oral interview)
3. What is the largest number of backflow devices that a single customer manages with your software? (27,000+ accounts)
4. How does your tracking/software manage a cross connection control program? (Each month, the appropriate notice is generated for customers with tests coming due or past due. These are sent via 1st class mail, email, or text, depending on customer and water supplier preference. USPS notices can be in card or letter format, again depending on

water supplier preference and notice content. These notices contain a Testing PIN number which the customer provides to the tester to enable access to the assembly information and test reporting process. Upon submission of the test results, the water system has immediate visibility. No synchronization is required.)

5. How does your software manage customer data and notifications? (Ecosconnect maintains both an Assembly History page, Exhibit #8, to show the complete history of when and what was sent by whom in terms of notices, test reports, and a Water Service page showing information about the account including account/site #, meter number, meter size, service address, and active/inactive assemblies along with other relevant data to that account. See Exhibit #11. This page is currently being enhanced and will likely show additional features by the time the City makes a decision. The structure will be very similar with some additional hyperlinks to aid in navigation to other relevant pages.)
6. Describe the extent of compatibility your software interfaces with all current major browsers including Safari, Chrome, Firefox, and Internet Explorer. (All major browsers are supported and QA tested prior to an update or new feature being launched. A temporary exception to this is if a “show-stopper” bug is identified and the system needs to be updated and running quickly to facilitate immediate use)
7. Do you offer a mobile application for your software? If yes, what operating systems and devices is your mobile application compatible with? If yes, is it a separate application or a website formatted for mobile device viewing? (Currently, our application is mobile friendly. An internet connection is required to input data. We are actively developing a native app to be used with iOS and Android and expect it to be ready for 2018 so that testers, or other technicians, can continue inputting data even if their internet connection is dropped. Once reconnected, the system will synchronize and any updated assignments will be visible)
8. Is the website used by the tester’s user mobile friendly? If so, please describe. (See response in question #7 above)
9. How is the City’s data stored with relation to other customer data? (See response in next question #10 below)
10. Is customer data and the City’s data stored within a dedicated server or shared server? (All the City's data is stored with other customer data within the same database instance on a dedicated server. This is necessary to enable many of the productivity features and the single log-in feature for multiple water districts for BAT's. Please note though that a series of permissions are required to access certain data and no customer’s personal data is accessible unless an already existing relationship has been formed between the tester and the water user via a PIN or through direct customer access. A user cannot phish for data in aggregate either. If attempts to do so are identified, the user's account could be suspended or revoked per our Terms of Use which all users must agree to during the account establishment process.)

11. Describe and provide the hosted server and database architecture.

We use Amazon Web Services for all of our hosting. Our technology stack follows the latest industry standards for scalable and secure cloud applications:

- Encrypted HTTP communication via SSL
- Amazon Elastic Compute (EC2) instances running a web server. These are regularly patched with the latest operating system security updates and are behind a strict firewall.
- MySQL Amazon Relational Database (RDS). The database is continuously backed up and we have the ability to restore to any point in time within the last 30 days. This is also behind a strict firewall.
- Amazon Simple Storage Service (S3) for uploaded file storage.

12. Where are your data centers located and how many exist? (EcosConnect utilizes Amazon Web Services (AWS) infrastructure which has a 99.9% guaranteed uptime. AWS provides data backup every 5 minutes and our server resides in their western region facilities. Should there be a failure of the database server, AWS could almost instantaneously rebuild the data on another server. Should there be a catastrophic failure, the last 5 minute snapshot could be used to recover)

13. What provisions are made for high availability within the primary data center? (see response to Questions #11 & #12 above)

14. How does failover occur if the primary data center becomes unavailable? (see response to Questions #11 & #12 above)

15. How does the City export data from the system for analysis? Data can be exported to a CSV file or to PDF by simply selecting the jobs you want to review on the Jobs Grid page and clicking on the Export button. There are a number of filters to select from to refine the data being sought or you can simply select all the data.

16. Describe and provide your backup strategy. (see response to Questions #11 & #12 above)

17. Are there application program interfaces (API) available for interfacing to the proposed system? (An API for new/revised customer and assembly information is provided to periodically upload data into EcosConnect from your internal system. The timeline for this action is really dependent on your ability to extract that information from your current system and put it into a CSV format provided by EcosConnect. We will provide technical assistance as required.)

18. How will your software link with the City's utility customer information? The City currently utilizes New World ERP, and Hansen (Our current process is to have a delimited text file uploaded from your utility software to our AWS S3 dedicated location. We then take that information and bring it into the EcosConnect database to update any changes you may have regarding customer accounts. If your utility software provider is open to the idea, we are seeking to create methods for a more seamless approach by working with them to develop a script to bring in the necessary information.)

19. Does your software have embedded help documentation? If not, please provide how help documentation is accessed. (not yet, but documentation and You-Tube training videos are coming soon)

20. How customizable is the tracking/software program to the City's preferences? (It was coded to allow flexibility with what data is presented and what type of data needs to be collected. Again, at its core, it is a work order/workflow management tool which by design makes it more customizable than a "reporting" tool offered by others. We would need to understand what you want it to do for your specific application.)
21. Does your software offer additional modules? If yes, provide a listing of all modules and their functionality within RFP response. (Yes, it offers additional workflow and reporting capabilities as described above in Question #20. Each district has their own requirements whereas backflow testing is somewhat standard across the country. We would need to know your specific requirements.)
22. What is the process and time frame for converting from New World ERP and Hansen to your software? (Depending on the integrity and completeness of the data, we estimate it would take approximately 2-4 weeks to rationalize and upload the data. This assumes we will have active cooperation with the City's team to promptly resolve any issues identified)

5) **MAINTENANCE AND SUPPORT QUESTIONS:** All Proposers shall provide answers to the following questions as part of the response to this RFP.

1. What type of support does your company offer? (Phone and email (FAQ, a web-based trouble ticket generator, and You-Tube videos coming soon))
2. List and provide the hours of support with corresponding time zone. (Phone and email support are officially Monday-Friday 7:00am-5:00pm Pacific Time. However, the call-in number will frequently be "manned" outside of those hours as well.)
3. How are after hours support request handled? (If someone is immediately available, we will respond on the spot. If not, we will respond the next business day during normal business hours as stated earlier.)
4. Is there a designated support tech assigned to the City? (no, it would not be practical or cost effective to have a dedicated tech)
5. Is the support honored for the length of the contract? (Yes)
 - a. If not what options does your company offer?
6. Describe how the City would request support via telephone and web. (Describe the problem being encountered to the best of your ability to support staff. If possible and using email, send screenshots. If by phone, describe the problem and we will try to duplicate it on our end for validation and corrective action.)

6) **TRAINING QUESTIONS:** All Proposers shall provide answers to the following questions as part of the response to this RFP.

1. Does your company offer on-site training workshops? (Yes)
 - a. How many? (depends on customer needs and availability of desired attendees)
 - b. Is there a fee? (1st training workshop day is no charge except transportation (flight, car rental and fuel) and lodging expenses. All subsequent on-site training days is \$1600/day plus transportation expenses. Training usually takes less than a full day.)

- c. Does your company offer ongoing web based training? (Coming soon)
 - d. If so, how often do you upgrade your online training? (when available, it will be updated as new features are launched)
 - e. What is the cost per day for additional onsite training and how many individuals does that include? (\$1600/day plus transportation expenses. We can accommodate training to as many as your facility can safely support. We require a WIFI connection, two video screens of a size viewable by all participants in the room, and ideally a computer for every account holder being trained. It is best if testers actually bring a laptop or tablet. Use of the EcosConnect system is fairly intuitive and we strive to make improvements in navigation continuously as new features are launched.
 - f. What is the cost per day for remote live training (City staff interacting with company staff to provide training)? (We do not charge for this service today. We reserve the right to in the future at \$200/hr if our complimentary offer becomes abused.)
 - g. What training does your company offer the testers? (We generally like to have the water supplier training 1st which takes half a day and then offer the testers a chance to come in to the water supplier's facility for training with the water supplier's cross connection team present the remaining part of the day. The basic functionality of assigning and completing a report is quite simple. Should the tester want to learn more about additional functionality such as our CRM tool and company analytics (which has a monthly subscription fee per tester and charged directly to the testing company), we can schedule a separate session with them via web or on-site at their facility.)
 - h. Can training be customized for the City's specific needs? (In most cases, it is! We have learned that each district has its own twist on certain aspects of operating a cross connection control program. For example, some districts might want to have a data element (eg. condition of shutoff valves) as required to be reported whereas the next district near them does not. The software and training will accommodate these differences as long as there is not a change being request in the core functionality of the database.)
2. Proposers shall include a cost proposal for all personnel requirements and any other applicable cost associated with the services to be provided. At a minimum, provide the following cost breakdown:
- a. Upfront initial setup/start-up costs (For budgetary purposes, we like to have 2 years "base use" at \$1 per test report submission paid upon contract signing. In the case of this RFP, plan on a non-refundable \$12,000.00. We use this amount as a credit towards the use of the system which is on a pay-per-use structure. In the end, you get this \$12K applied toward the pay-per-use fee so this cost is recovered over time as reports are submitted and the net result is no start-up costs. Once the credit is used up, the \$1/test report fee is billed monthly to the City based on actual number of reports submitted by testers using the system the prior month. The credit cannot be applied to notice generation and mailing costs.)

- b. Annual maintenance costs (\$none)
- c. Periodic software upgrade costs (if applicable) (\$none)

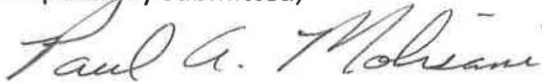
7) **Pay per use fees** (if applicable). All Proposers shall provide answers to the following questions as part of the response to this RFP.

- a. Proposers shall provide a breakdown of fees if there are different fee structures depending on customer type (residential, business, government entity, university, etc.)
(EcosConnect tries to keep it simple at \$1/test report submitted, no difference between customer types. We do have an additional notice generation and mailing fee of \$2/assembly for each notice that the City wants produced and mailed by EcosConnect directly to customers. The overall cost of this is significantly reduced by early compliance (no need for past due notices) and not having a notice generated for large customers such as the University, City-owned assemblies, and other customers with a large number of assemblies that the City deems likely to comply without a reminder notice. Within our system, we simply do not check the box on any contact for the customer account that would prompt the generation of a reminder mailing. Nothing generated by EcosConnect...nothing charged!!!)
- b. Tester registration fees? (\$none)
- c. Manual entry cost per test for test that may not yet be in our electronic database (\$none if the tester inputs the legacy test data as part of their training. \$4/test report (200 report minimum) if EcosConnect personnel have to input it manually on behalf of the City. Legacy test report data must comply with current requirements in order to be input. In other words, all required fields must be populated with relevant data prior to being input...no fudging allowed! Maintaining the completeness, integrity, and accuracy of the data is a cornerstone of our process and system)
- d. Fayetteville in-house tracking fees (\$1/test report submitted, however, we waive the monthly subscription cost associated with the City's "tester" role having advanced features such as CRM. The City will use their "tester" role to input tests performed by City staff and on behalf of testers that are not likely to open an User Account with EcosConnect.)
- e. Is there a late fee imposed on those customers that do not comply with proposer requests? If so, how much? (EcosConnect does not impose fees of any kind on the customer (water user) directly, however, additional fees are accrued for the additional notices required)
- f. Can the City of Fayetteville elect to pay all or a portion of online submission fees thereby reducing customer cost? (As stated above, EcosConnect does not impose fees on the customer (water user) directly. We prefer the City of Fayetteville absorb the \$1/test report submission to simplify the process and not require testing companies to pay for the basic level of service. If we are required to charge the testing company for each test, the fee is \$2.00/test report submission.

Additionally, any notice generation fees passed on to the testers will be at a negotiated cost for an assumed number of notices to be sent. Acceptance by the testing community is much higher when they do not experience greater cost which they then have to absorb or pass through to the water user.)

- 8) **ADDITIONAL QUESTIONS:** All Proposers shall provide answers to the following questions as part of the response to this RFP.
- a. Can Fayetteville add to the online submission fees to help cover other program costs? (Yes)
 - b. If yes, will Fayetteville receive 100% of the overage above contractor fee? (no)
 - c. If Fayetteville will not receive 100%, exactly how much will it receive? (93%, the other 7% is to cover administration costs as EcosConnect will likely have a large number of credit card fees associated with payments made by testing companies as well as some level of “chasing down” of payments. It is unlikely the creditworthiness of all the testing companies will be the same as the City’s. EcosConnect also reserves the right to suspend or revoke access and use of the system to any account that is in arrears with payments until that account is made current.)
 - d. Is there a cost per letter for the contractor to include mailing Installation Due/Past Due notices? (Yes)
 - e. If yes, how much per letter? As stated above in the pay per use section, an additional notice generation and mailing fee of \$2/assembly will accrue for each notice that the City wants produced and mailed 1st class USPS by EcosConnect directly to customers. The goal of the program should be on-time compliance by making the process simpler and more efficient thus avoiding additional notices.
- 9) **REFERENCES:** Proposer shall supply four (4) references for which similar services have been provided for Cross Connection Programs during the past (5) five years. Proposers are advised to provide accurate reference information. References will be checked during evaluation period. The City reserves the right to consider experience as part of evaluation (see next page of Proposal)

Respectfully submitted,



Paul A. Molisani
EcosConnect LLC

503-830-0171

paul@ecosconnect.com



City of Fayetteville
RFP 17- 07, Backflow Tracking Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: EcosConnect LLC

NUMBER OF YEARS IN BUSINESS: 3+ HOW LONG IN PRESENT LOCATION: 3+

TOTAL NUMBER OF CURRENT EMPLOYEES: 2 FULL TIME 6 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 0 FULL TIME 2 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Hillsboro
COMPANY NAME

Hillsboro, OR 97123
CITY, STATE, ZIP

Brian Jansen
CONTACT PERSON

503-615-6723
TELEPHONE

FAX NUMBER

Brian.Jansen@hillsboro-oregon.gov
E-MAIL ADDRESS

2. City of Tualatin
COMPANY NAME

Tualatin, OR 97062
CITY, STATE, ZIP

Ernie Castro
CONTACT PERSON

503-691-3098
TELEPHONE

FAX NUMBER

ecastro@ci.tualatin.or.us
E-MAIL ADDRESS

3. Fire Services Plus
COMPANY NAME

Beaverton, OR 97007
CITY, STATE, ZIP

Candy Anthony
CONTACT PERSON

503-848-2345
TELEPHONE

FAX NUMBER

service@fireservicesplusinc.com
E-MAIL ADDRESS

4. Dynamic Backflow
COMPANY NAME

Wilsonville, OR 97070
CITY, STATE, ZIP

Kevin Krajewski
CONTACT PERSON

971-983-9456
TELEPHONE

FAX NUMBER

kevin@dynamicbackflow.com
E-MAIL ADDRESS

Jobs Assemblies Customers Testers Reports Hillsboro Hillsboro Hillsboro Search...

Assembly Information

Details
Make/Model: FEBCO - 805Y
Serial: AK4227
Size: 1.00"
Location: Left side behind fence 1st box

Actions
Update Replace Remove
Repairs Required Improperly Installed
Service Address
332 NE 64th Ct
Hillsboro, OR 97124

Installation Status
Select Status

Initial Test

Date Tested	System psi	Check 1	Check 2	Result
7/3/2017	50	2.2 Tight	2.1 Tight	Passed

Tester: PM Backflow Gauge #: 04071586 Cert #/State: 4101 OR

Other Items

Meter Reading: Shut Off #1 Position:

Report Received By:

Comments:

Comments

add comment

Hillsboro December 22, 2015 9:56 am Set status to New.

Hillsboro December 22, 2015 9:56 am Set status to Assigned.

Please fill out missing form fields.
Please choose an installation status.
Please select a position for shutoff 1
Please select a position for shutoff 2

Jobs
Assemblies
Customers
Testers
Invoices
Bills
Reports
PM Backflow
Search...

Tester

Search...

Active ▾

- Krajewski, Kevin
- Molisani, Alexander
- Molisani, Paul
- PM Backflow

Molisani, Paul

Details Credentials

Account

Type Individual Company

Email

First Name Last Name

Password Password (again)

Contract Details

Account Number P.O. Number

Account Number P.O. Number

Notes

Contact Information

Mailing Address

Phone Numbers

Billing Address

Email Addresses Work ▾

Exhibit 3

Jobs Assemblies Customers **Testers** Invoices Bills Reports PM Backflow Search... PM Backflow

Tester **Add Tester**

Search...

Active

Krajewski, Kevin

Molisani, Alexander

Molisani, Paul

PM Backflow

Molisani, Paul

 Deactivate

Details Credentials

Gauges

 Delete Selected Add Gauge

Gauge Number	Calibration Date	Default
04071588	Thu Nov 10 2016	Yes
eight	Mon Jan 19 2015	No

Credentials

State Certification

No Image Certification #: 4101
State: OR

New Credential +

PM Backflow

503-830-0171

Contact

Name Phoenix Investment Group Inc.,
 Address 16111 SE 106th Ave, Clackamas, OR 97015
 Phone 503-799-5154

Service Address

Address 16111 SE 106th Ave, Clackamas, OR 97015
 Site ID

Assembly

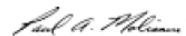
Make WILKINS Model 350ADA
 Installation Status Existing Size 8"
 Type D.C.D.A Serial Number V14157
 Location: In vault

Initial Test

Date Tested 6/22/2017
 Result **PASSED**
 System PSI 75
 Check 1 2.3 Tight
 Check 2 3.4 Tight

Tester

Name Molisani, Paul
 Address P.O. Box 981 Wilsonville, OR 97070
 Certification # 4101 - OR
 Gauge Num/Date 04071586 - 11/10/2016



Other Items

Meter Reading 000,015.43
 Shut Off #1 Position Open
 Shut Off #2 Position Open

Comments

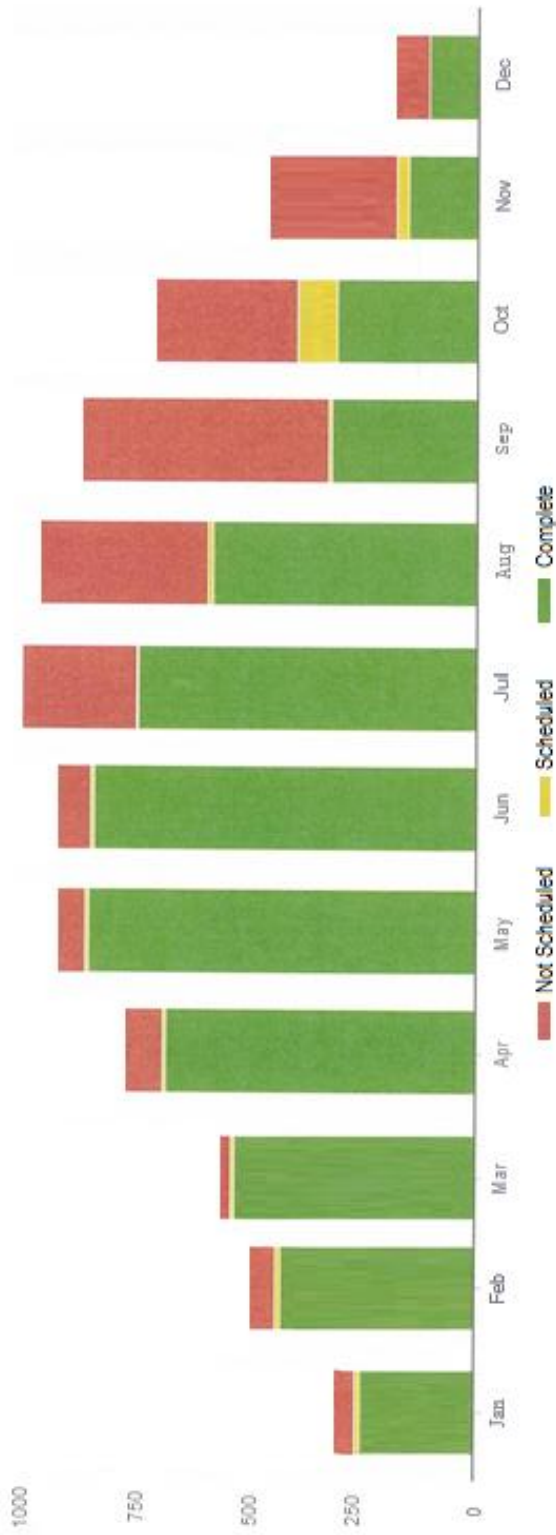
-

IN COMPLETING AND SUBMITTING THIS TEST REPORT, THE TESTER CERTIFIES THAT THE ASSEMBLY HAS BEEN TESTED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF THE WATER SYSTEM, AND STATE REGULATIONS

Job	Status	Submitted On	Flags	Customer	Testing Company	Tester	Address	City
53904	Needs Approval	04/11/2017	Edited	Tieu, Jay	PM Backflow	Molisani, Paul	3702 NW 1st Ct	Hillsbo
53905	Needs Approval	04/11/2017	Edited	Archibald, Jacki & Rob	PM Backflow	Molisani, Paul	3726 NW 1st Ct	Hillsbo
53911	Needs Approval	04/11/2017	Edited	Volk, William & Kristin	PM Backflow	Molisani, Paul	3794 NW 313th Ave	Hillsbo
53912	Needs Approval	04/11/2017	Clear	Randolph, Lauren & Scott	PM Backflow	Molisani, Paul	3812 NW 313th Ave	Hillsbo
53915	Needs Approval	05/02/2017	Failed Test	Perinelle, Florian	Flowcheck LLC	Flowcheck LLC	6654 SE Lexington Dr	Hillsbo
53917	Needs Approval	05/08/2017	Clear	Randolph, Lauren & Scott	PM Backflow	Molisani, Paul	3812 NW 313th Ave	Hillsbo
53918	Needs Approval	05/08/2017	Clear	Volk, William & Kristin	PM Backflow	Molisani, Paul	3794 NW 313th Ave	Hillsbo
53919	Needs Approval	05/08/2017	Failed Test	Kuo, Shihjong	PM Backflow	Molisani, Paul	3798 NW 1st Ct	Hillsbo
53920	Needs Approval	05/08/2017	Failed Test	Craft, Russ	PM Backflow	Molisani, Paul	3793 NW 1st Ct	Hillsbo
53921	Needs Approval	05/08/2017	Edited	Blaisdell, Dan & Courtney	PM Backflow	Molisani, Paul	332 NE 64th Ct	Hillsbo
53925	Needs Approval	06/25/2017	Clear	3 Brothers Resturant	PM Backflow	Krajewski, Kevin	7390 NE Butler St	Hillsbo
53928	Needs Approval	06/25/2017	Clear	3 Brothers Resturant	PM Backflow	Krajewski, Kevin	7390 NE Butler St	Hillsbo

Dashboard

Assembly Scheduled Statuses by Test Anniversary, Month by Status



Dashboard
Test Reports
Notices
Water Services
Assemblies
Customers
Reports

Hillsboro

Hillsboro

▼

Water Supplier

▼

Search...

Serial Number

▼

Eligible For Notice...

▼

All Statuses

▼

All Dates

▼

Columns

▼

Search

1-25 / 7,246
◀
▶
Page 1
▶
25 Per Page

Send
Change Test Anniversary
Download
Download All 7,246

Id	Status	Location Group	Last Tested	Test Anniversary	Customer	PIN	Service Address
<input type="checkbox"/>	64185	Not Scheduled	2017-06-25	Dec 31st	3 BROTHERS RESTAURANTS, LLC	6965EF	7390 NE Butler St
<input type="checkbox"/>	64186	Not Scheduled	2017-06-25	Dec 31st	3 BROTHERS RESTAURANTS, LLC	6965EF	7390 NE Butler St
<input type="checkbox"/>	60506	Not Scheduled	2017-05-02	Dec 31st	BAKER, FREDERICK G	BADIE52	488 SW Brookwood Ave
<input type="checkbox"/>	64076	Not Scheduled	2017-05-02	Dec 31st	FAIRBAUGH, CRAIG M	19AE2F	2047 SE 48th Ave
<input type="checkbox"/>	65094	Not Scheduled	2017-05-02	Dec 31st	PERINELLE, FLORIAN L	C9175C	6664 SE Lexington Dr
<input type="checkbox"/>	24046	Complete	2017-04-11	Jun 2nd	DALEY, DAN	15CA29	3785 NW 1st Ct
<input type="checkbox"/>	24047	Complete	2017-04-11	Jun 2nd	KUO, SHIH JONG	D569D1	3798 NW 1st Ct
<input type="checkbox"/>	88070	Not Scheduled	2017-04-11	Dec 31st	AERNE, MS MICKIE J	7E2766	3754 NW 1st Ct
<input type="checkbox"/>	88071	Not Scheduled	2017-04-11	Dec 31st	TIEU, JAY A	62E3E4	3702 NW 1st Ct
<input type="checkbox"/>	88072	Not Scheduled	2017-04-11	Dec 31st	ARCHIBALD, ROB	178916	3726 NW 1st Ct
<input type="checkbox"/>	88073	Not Scheduled	2017-04-11	Dec 31st	CRAFT, RUSSELL	838062	3783 NW 1st Ct
<input type="checkbox"/>	88078	Not Scheduled	2017-04-11	Dec 31st	VOLK, KRISTIN M	F08479	3784 NW 313th Ave

Exhibit 8

Dashboard Test Reports Notices Water Services **Assemblies** Customers Reports

Hillsboro Water Supplier Search... Hillsboro

Assembly
Make: 850
Model: FEBCO
Serial #: HA48689
Size: 0.38"
Anniversary: Jun 2
Location: Se corner by drive

Customer
Name: DALEY, DAN
Address: 3785 NW 1st Ct
City: Hillsboro
State: OR
Zip: 97124

Most Recent Test
Last Test Date: 2017-04-11
Status: In Review
Test Result: **Passed**

Most Recent Notice
Date Sent: -
Notice Type: -

Test Date/Date Sent	Tester/Sender	Status	Test Result	Comments
2017-04-11	Daley, Dan & Mai	In Review	Passed	-
2017-04-11	Daley, Dan & Mai	Assigned	Passed	-
2016-05-30	Daley, Dan & Mai	Submitted	Passed	-
2015-05-29	Daley, Dan & Mai	Submitted	Passed	-
2014-06-03	Daley, Dan & Mai	Submitted	Passed	-

PM Backflow

Jobs
Assemblies
Customers
Testers
Invoices
Bills
Reports

PM Backflow

Summary

Details	Customer	Site Contact
Assigned To: Krajewski, Kevin	Lund, Brenda 7558 SW Vlahos Dr Wilsonville, OR 97070 503-882-9878 brendalund@frontier.com	Lund, Brenda 503-882-9878 brendalund@frontier.com
Gauge Info: 05071390 - 01/13/2015		
Due Date: -		

Assembly Information

Details	Installation Status	Service Address
Make/Model: FEBCO - 805Y	Existing	7558 SW Vlahos Dr Wilsonville, OR 97070
Serial: AJ3779		
Size: 1.00"		
Location: In backyard, beside house		

Initial Test

Date Tested	System psi	Check 1	Check 2	Result
11/20/2015	85	0.0 Leaked	2.0 Tight	Failed
Tester	Gauge #	Cert #/State		
Krajewski, Kevin	05071390	5119 OR		

Email Report
Download PDF
Download CSV

add comment

PM Backflow
November 22, 2015 8:16 pm
Set status to Submitted.

PM Backflow
November 22, 2015 8:16 pm
Sent to Lund, Brenda (Customer)

PM Backflow
November 22, 2015 8:16 pm
Sent to Wilsonville (Water Supplier)

Krajewski, Kevin
November 21, 2015 10:55 am
Set status to In Review.

Krajewski, Kevin
November 20, 2015 12:13 pm
First check failed. Customer present while testing.

PM Backflow
November 20, 2015 7:31 am
Set status to New.

PM Backflow
November 20, 2015 7:31 am
Set status to Assigned.

Exhibit 10

FILE MESSAGE

Ignore Delete Reply Reply All Forward Meeting More To Manager Reply & Delete Create New Move Rules OneNote Actions Mark Unread Follow Up Translate Find Related Select Zoom

Delete Respond Quick Steps Move Tags Editing Zoom



Tue 5/23/2017 4:11 PM

Krajewski, Kevin <notifications@ecosconnect.com>

New Comment

To PM Backflow

i You forwarded this message on 7/3/2017 10:25 AM.
We removed extra line breaks from this message.

Hello PM Backflow,

At 5/23/2017 4:10 pm, Krajewski, Kevin made the comment:

"Junk piled up around Backflow box."

Job Information:

#58437 - 12732 Bellamy Way Oregon City, OR 97045 Job can be viewed at <http://secure.ecosconnect.com/#/job/58437/>

[Dashboard](#) | [Test Reports](#) | [Notices](#) | [Water Services](#) | [Assemblies](#) | [Customers](#) | [Reports](#)

Hillsboro | Water Supplier |

Water Service

Site # **Meter #**

Address
4450 NE Dawson Creek Dr Hillsboro, OR 97124


Type **Sub Type**

Status Active Inactive **Testing PIN**

Tag

Comments
Gated community, access code 1234

[Submit](#)



Assemblies Active Inactive All

Location	Make	Model	Serial #	Size	Status
Fire vault sw corner of lot next to WILKINS	350	V31702		8.00"	Active
Sw corner of property next to the WILKINS	375	L72063		2.50"	Active
Sw corner of property next to the WILKINS	375	L72063		2.50"	Active
Irrigation front of building near fn WILKINS	650	3656669		2.00"	Active
Fire vault, sw corner of property r WILKINS	950	2562260		0.75"	Active
Mechanical room - lower device WATTS	957	MH-Q050		2.50"	Active
Mechanical room - upper device WATTS	957	MP2273		2.50"	Active

[Add Assembly](#)

CUSTOMERS Active Inactive All

Name	Mailing Address	Phone	Email	Status
ACOBEE SYSTEMS INC	4450 NE Dawson Creek Dr Hillsboro, OR 97124	360-245-1446	technop-procurement@acobe.com	Active



CITY OF
FAYETTEVILLE
ARKANSAS

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 17-07, Backflow Tracking Services

DEADLINE: Thursday July 06, 2017 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday June 09, 2017

REQUEST FOR PROPOSAL
RFP 17-07, Backflow Tracking Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: EcosConnect LLC

Contact Person: Paul Molisani

Title: Co-founder

E-Mail: paul@ecosconnect.com

Phone: 503-830-0171

Business Address: PO Box 981

City: Wilsonville

State: Oregon

Zip: 97070

Signature: *Paul A. Molisani*

Date: 7/3/2017

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: EcosConnect LLC

Primary Contact: Paul Molisani Title of Primary Contact: Co-founder

Phone#1 (cell preferred): 503-830-0171 Phone#2: _____

E-Mail Address: paul@ecosconnect.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: EcosConnect LLC

PHYSICAL ADDRESS: 1915 SW Amberglen Parkway, Beaverton, OR 97006

MAILING ADDRESS: PO Box 981, Wilsonville, OR 97070

PRINTED NAME: Paul Molisani

PHONE: 503-830-0171 FAX: NA

E-MAIL: paul@ecosconnect.com

SIGNATURE: *Paul A. Molisani*

TITLE: Co-founder DATE: 7/3/2017

DUNS#: NA TAX ID: 47-1282180

CONTRACT FOR SERVICES BETWEEN
CITY OF FAYETTEVILLE, AR AND ECOSCONNECT, LLC

EXHIBIT C – SCOPE OF WORK

1. Services to be Provided:

EcosConnect hereby agrees to provide the City with BACKFLOW TRACKING SERVICES, as requested and more specifically outlined in the RFP, this Contract, and all subsequent documents that are incorporated into the terms and conditions and set forth the rights, duties and obligations of the parties pursuant to this Contract. During the terms of this Agreement, EcosConnect shall:

- a. Provide and maintain an online hosted database to house Fayetteville’s Cross Connection customer and tester information with the features as outlined in RFP 17-07.
- b. Technical support in case of errors or the need for refunds will be provided from 8:00 AM-5:00 PM Central Standard Time, excluding federal holidays. An emergency contact will be provided for after-hours emergencies.
- c. A secure website that complies with Federal Red Flag Rules and Payment Card Industry Data Security Standards (PCI DSS) to protect online users from identity theft and ensure secure credit card transactions.
- d. The website will, at a minimum, support the latest versions of Safari, Firefox, Chrome, and Internet Explorer as of the contract date. Ensure that the City of Fayetteville’s website is kept current to accommodate updates in the browsers listed above.
- e. Provide a responsive designed website that is scales and is functional on a variety of screen sizes to support mobile device access.
- f. Provide a daily backup of City of Fayetteville website and transaction information.
- g. Be responsible for issuing multiple letters to properties having testable containment backflow assemblies to facilitate compliance in accordance with Fayetteville’s Cross Connection Ordinances (Outlined as Appendix B within Exhibit A). Format and content of letters shall be approved by the City of Fayetteville in advance.
- h. All correspondence and communication documents including but not limited to letters, communication in writing, emails, etc. shall give the appearance of being directly from the City even though the content will be a collaborative effort with the City. Corresponding documents and letters shall only include City logos.
- i. Notifications shall include both customer and backflow assembly information, including when the backflow assembly is due for annual certification, as well as the last tester on record with contact information;
- j. Shall notify Certified Testers of updated information requirements for test kit and certification requirements. Tester’s information shall be kept on record and up-to-date at all times.
- k. Shall provide education and training for local Certified Testers
- l. Shall provide education and training at no additional fee to up to ten City of Fayetteville staff members.
 - i. Education and training shall be conducted in an on-site training session and shall include up to four (4) hours per month of free live remote training.
- m. Shall be responsible for providing real time records of non-compliant customers;
- n. Shall provide all deliverables and performance measures outlined in the attached Exhibit B.
- o. Proposer shall allow the City’s GIS department to receive data upon request, within two (2) business days from date of request;

2. Privacy

- a. The term “customer” in this exhibit shall be defined as the City’s customer account.
- b. **EcosConnect** shall collect the following types information for each customer at each location:
 - a. Name
 - b. Mailing and Shipping Address
 - c. E-Mail address (es)
 - d. Phone number (s)
- c. **EcosConnect** shall not collect credit card information of the City’s customers as the City is paying for fees associated and identified as part of this contract.
- d. **EcosConnect** shall use information provided from each customer only as necessary to complete the order for service. **EcosConnect** shall not share information with outside parties.
- e. The **City** shall be considered the owner of all data transmitted as part of this agreement.
- f. **EcosConnect** shall use return e-mail addresses to answer the e-mail which was received. Such e-mail addresses shall not be used for any other purpose and shall not be shared with outside or third parties.
- g. **EcosConnect** shall take reasonable steps safeguard and verify customer identity before granting access or making corrections to a customer account. Customers may correct factual errors by sending **EcosConnect** a request that credibly shows error.
- h. **EcosConnect** shall maintain a secure network and shall keep all Customer data secure by means of maintaining a firewall configuration. **EcosConnect** shall maintain a firewall configuration policy and conduct configuration tests.
 - a. In the event of a data breach of information involving the Customer, **EcosConnect** shall notify the **City** within 12 hours of becoming aware of such breach.
 - b. **Statistical Information:** **EcosConnect** may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, but only if such information does not identify the data as Customer's or otherwise include Customer's name.

3. Publicity:

- a. **Logos:** **EcosConnect** may include City’s name and logos in its customer lists, press releases, marketing materials, and on its website with advanced approval of the City.
- b. **Press Releases:** **EcosConnect** may issue a high-level press release announcing the relationship and the manner in which Customer will use the Service upon advanced approval from the City.
- c. **Removal of Logos:** The City reserves the right to require **EcosConnect** to withdraw any use of City’s trademarks, name, and logos if the City reasonably considers that **EcosConnect’s** use of the trademark, name, and logo is derogatory, defamatory, or detrimental to City or in any way damages the City’s business or reputation.

4. Performance Measures: **EcosConnect** shall provide the deliverables as outlined in the attached Exhibit A and B.

5. EcosConnect Policies and Principles: Terms provided in this section shall govern regardless of what terms are required to access an EcosConnect Account, Application or Website.

- a. City employees may need an EcosConnect Account in order to use some Services. City of Fayetteville employee EcosConnect Accounts shall be assigned by the City.
- b. Passwords shall be kept confidential for all EcosConnect Accounts.

- c. The City shall be responsible for the activity that happens on or through a City administered EcosConnect Account. In the event the City learns of any unauthorized use of an employee's password or EcosConnect Account, the City shall contact EcosConnect.
- d. Misuse of EcosConnect Services is prohibited. The City agrees to not interfere with our Services or try to access them using a method other than the interface and the instructions provided. City agrees to only use EcosConnect Services only as permitted by law, including applicable export and re-export control laws and regulations. EcosConnect may suspend or stop providing Services if the City does not comply with this agreement.
- e. Using EcosConnect Services does not give the City ownership of any intellectual property rights in our Services or the content accessed by the City. The City may not use content from EcosConnect Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant the City the right to use any branding or logos used in EcosConnect Services. City agrees not to remove, obscure, or alter any legal notices displayed in or along with EcosConnect Services.
- f. EcosConnect Services display some content that is not EcosConnect's. Such content is the sole responsibility of the entity that makes it available. EcosConnect may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law.
- g. In connection with EcosConnect Services, EcosConnect may send the City service announcements, administrative messages, and other information. The City may opt out of some of those communications.
- h. Some of EcosConnect Services are available on mobile devices. City agrees to not use such Services in a way that distracts or prevents from obeying traffic or safety laws.
- i. City's content in EcosConnect Services:
 - i. EcosConnect Services allow customers to submit content through a local Certified Tester. The City shall retain ownership of any intellectual property rights that the City holds in that content. The City's customer list shall not be disclosed to others.
 - ii. When content is uploaded or otherwise submitted to EcosConnect Services, the City gives EcosConnect permission to host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes EcosConnect makes so that the City's content works better with services provided), communicate, publish, and distribute such content in order to perform the work defined within the scope of work. The rights granted in this license are for the limited purpose of operating, promoting, and improving services, and to develop new ones. This license continues even if the City stops using EcosConnect Services. Some Services may offer the City ways to access and remove content that has been provided to that Service.