

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND DOWNERS GROVE HERITAGE PRESERVATION CORPORATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and the Downers Grove Heritage Preservation Corporation (the “Vendor”), for the operation of the Downers Grove Heritage Festival Thursday Night Benefit Concert, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



REQUEST FOR PROPOSAL

Name of Proposing Company: Downers Grove Heritage Preservation Corporation
Project Name: Heritage Festival Thursday Night Opening Concert Partner
Proposal No.: RTP-0-3-2008/TT
Proposal Due: February 5, 2008, 4:30 p.m.
Pre-Proposal Conference: None

Required of All Proposers:

Deposit: No
Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No
Certificate of Insurance: Yes

Legal Advertisement Published: January 16, 2008.
Date Issued: January 16, 2008
This document consists of 28 pages.

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

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

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

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

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to February 5, 2008 at 5:00 PM.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

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

~~3. PRE PROPOSAL CONFERENCE~~

~~3.1 A pre proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.~~

~~3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".~~

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

~~5. SECURITY FOR PERFORMANCE~~

~~5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the proposer.~~

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801

Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

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

10. USE OF VILLAGE'S NAME

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

~~**11. SPECIAL HANDLING**~~

- ~~11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.~~

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

13. NONDISCRIMINATION

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

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

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

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

15. EQUAL EMPLOYMENT OPPORTUNITY

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

contract, the Proposer agrees as follows:

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

Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

16. DRUG FREE WORK PLACE

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

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

~~17. PREVAILING WAGE ACT~~

~~17.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for~~

~~all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois Department of Labor website and use the most current DuPage County rate.~~

~~17.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.~~

~~17.3 In the event this is a contract for a "fixed public works" project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.~~

~~17.4 In the event this is an Illinois public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.~~

~~17.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.~~

~~17.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.~~

18. INSURANCE REQUIREMENTS

18.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the

greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

~~Workers Compensation~~ ~~\$500,000~~ ~~Statutory~~

Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Comprehensive General Liability	\$2,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
	\$1,000,000	

LCS

Commercial Automobile Liability	\$1,000,000	Each Accident
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~~Professional Errors & Omissions~~ ~~\$2,000,000~~ ~~Each Claim Annual Aggregate~~
(pursuant to section 9 below)

Umbrella Liability \$ 5,000,000

- 18.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 18.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add

the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 18.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 18.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 18.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 18.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19. COPYRIGHT/PATENT INFRINGEMENT

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

~~20. COMPLIANCE WITH OSHA STANDARDS~~

~~20.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.~~

~~21. CERCLA INDEMNIFICATION~~

~~21.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.~~

~~22. BUY AMERICA~~

~~22.1 The Contractor agrees to comply with 49 U.S.C. 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).~~

~~22.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.~~

23. CAMPAIGN DISCLOSURE

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

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

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

of the bid or proposal release.

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

24. SUBLETTING OF CONTRACT

24.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

25. TERM OF CONTRACT

25.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

26. TERMINATION OF CONTRACT

26.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

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

27. BILLING & PAYMENT PROCEDURES

27.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer

within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 27.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 27.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 27.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

28. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

29. STANDARD OF CARE

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

30. GOVERNING LAW

- 30.1 This Agreement will be governed by and construed in accordance with the laws of the State

of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

31. SUCCESSORS AND ASSIGNS

- 31.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

32. WAIVER OF CONTRACT BREACH

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

33. AMENDMENT

- 33.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

34. CHANGE ORDERS

- 34.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

35. SEVERABILITY OF INVALID PROVISIONS

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

36. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

III. DETAIL SPECIFICATIONS

2008 DOWNERS GROVE HERITAGE FESTIVAL **Thursday Night Opening Concert**

The Village of Downers Grove is accepting Requests for Proposals from Downers Grove not-for-profit organizations to plan, coordinate, operate and oversee activities of the 2008 Downers Grove Heritage Thursday Night Opening Concert. The written proposal must be submitted to the Village no later than 5:00 p.m. on February 5, 2008. The proposal must certify that the organization is registered with the State of Illinois as a not-for-profit organization and that the organization and its members will comply with all requirements set forth in this Request for Proposals. If there is any requirement herein that the organization cannot comply with, the reason why shall be set forth in the organization's proposal.

The organization chosen to operate the 2008 Downers Grove Heritage Festival Thursday Night Opening Concert (hereinafter referred to as "Vendor") shall comply with the following rules unless otherwise agreed to by the Village:

1. Vendor shall be responsible for planning, coordinating, operating and overseeing agreed upon activities of the 2008 Downers Grove Heritage Thursday Night Opening Concert in conformance with the standards and conditions set forth herein. Customer service shall be a priority and the concert activities shall be operated in a family oriented and courteous manner.
2. Vendor shall describe in detail the mission of its NFP organization and its Downers Grove heritage, purpose or cause proposed to be advanced by the proceeds of the concert. Only organizations whose mission is the advancement of activities or efforts that preserve or protect structures, monuments or tangible items that are documented and recognized as part of the history of Downers Grove will be considered.
3. The Vendor shall work with the Community Events Department to attain a mutually agreed upon concert layout area for the audience, VIP seating, ticket sales and the entrance points to venue.
4. The Vendor shall provide a plan of action as to the ordering, printing and sales of concert tickets, including pre-sale and day of concert sales. Such costs shall be deducted from Vendor's portion of the proceeds. The Village shall have the right to set ticket prices based upon the booking of the entertainer for the concert, which approval shall be given no later than March 1, 2008.
5. The Vendor shall work with the Community Events Department to attain a mutually agreed upon procedure to account for ticket sales. The vendor shall establish and maintain a separate

account for all ticket sales revenues. The Village shall have the right to review all records and documents of the Vendor pertaining to the operation of the Thursday Night Opening Concert.

6. The Vendor shall design and produce event marketing and promotional materials which will be reviewed by the Community Events Department prior to distribution. These materials may be used by the Village to promote the event via the Heritage Festival Brochure, Village website, and Downers Grove TV Channel 6.
7. The Vendor shall supply a list of man power; a schedule showing the date and time volunteers are assigned for staffing the entrance points to the concert, will call area, and the 20 -25 volunteers assigned to set up the audience area (between 2:30pm – 5:30pm) on the day of the concert.
8. The Vendor shall develop a list of prospective sponsors and provide same to Director of Community Events for review. Any approved sponsorship obtained by the Vendor for the concert shall be paid directly to the Vendor. Any signage associated with the sales of sponsorship will be paid for by the Vendor.
9. The Vendor shall designate an executive manager who shall be the primary contact person with the Village for all issues and questions related to the concert.
10. The Vendor shall have on duty at all times not less than two (2) individuals as managers of the concert area. Their role will be to patrol the area in order to preserve the Heritage Festival family atmosphere as a place where visitors can enjoy food, beverages, and entertainment in a lively, wholesome, and legal manner.
11. Providing all set up is complete and stage is ready. doors to concert area will open on Thursday, June 26, 2008, at 5:00 p.m. concluding at 10:00p.m. The Village shall have the absolute right to order the immediate closing of the concert at any time it is determined to present a danger to the public health, safety or welfare.
12. Within thirty (30) days of the conclusion of the 2008 Heritage Festival, the Vendor shall provide a financial statement, including bank statements showing all deposits into the bank account established for the concert. The financial statement shall account for all sales and expenses incurred with respect to the Thursday Night Opening Concert. The financial statement shall at a minimum include the following information:
 - a. the number of concert tickets sold and the gross revenue therefrom

Village of Downers Grove

- b. the amount of VIP tickets sold
- c. an itemized list of all expenses incurred in the operation of the Thursday Night Concert including copies of all invoices and/or paid receipts

The Village shall have the right to review all records and documents of the Vendor pertaining to the Thursday Night Opening Concert. The Village shall have the right to have a person present at all times during the Thursday Night Opening Concert to observe and participate in the accounting of the proceeds. Failure to provide any of the above mentioned documentation may result in the Vendor forfeiting all or a portion of its share of the proceeds.

13. The gross proceeds of ticket sales of the Thursday Night Opening Concert shall be divided between the Vendor and the Village (60% to the Village, 40% to the Vendor). 10/25
sales

From the Vendor's 40% portion the following expenses shall be deducted:

Expenses Paid by Vendor
Ticket printing
Advertising and Marketing
Signage
Insurance/Dram Shop Insurance (if required)

From the Village's 60% portion the following expenses shall be deducted:

Expenses Paid by Village
Cost of Entertainer including backline and contract rider extras
Cost of Stage, including, lighting and sound
Cost of Fencing
Costs of Tents, Tables and Chairs
Cost of Clean Up
Cost of Personnel including Police, Fire and Public Works

The responsibility of any other expense not specifically mentioned shall be determined by the Community Events Commission.

- 14. Within thirty (30) days of the conclusion of the 2008 Heritage Festival, the Vendor shall provide the Village with a check in the amount of 60% of the gross proceeds from the Thursday night Opening Concert.
- 15. The Village shall have the right to terminate its agreement with Vendor in the event it is determined that the continued operation presents an immediate hazard to the health, safety or welfare of its citizens or if it is determined that the Vendor is in violation of any ordinances or laws of the Village of Downers Grove and such violation constitutes a serious deficiency.

Additional:

Village of Downers Grove

Please describe your organizations services in detail including any other distinguishing criteria that sets your organization apart from any other.

Downers Grove Heritage Preservation Corporation (DGHPC) d/b/a "1846 Blodgett House" was incorporated on April 24, 2007 with the following mission statement:

The mission of Downers Grove Heritage Preservation Corporation is to (a) work for the preservation of culturally and architecturally significant structures in and around Downers Grove, Illinois, (b) fund and operate cultural and educational centers, and (c) do all other acts or things incidental to or necessary for the accomplishment of the purposes of the corporation which are not inconsistent with or in conflict with Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax law.

The Internal Revenue Service recognized DGHPC as a tax-exempt charitable and educational organization under Section 501(c)(3) of the Internal Revenue Code on August 16, 2007.

DGHPC successfully partnered with the Village of Downers Grove to promote and manage attendance at the Thursday Night Heritage Festival Gin Blossoms Concert on June 21, 2007.

For additional information please refer to the attached document entitled "Downers Grove Heritage Preservation Corporation response and proposal with respect to Terms & Conditions and Detailed Specifications of the Village of Downers Grove's Request for Proposal RTP-0-3-2008/TT concerning Heritage Festival Thursday Night Opening Concert Partner".

Please describe the proposed use of funds received as a result of this endeavor?

Commissioners of the Downers Grove Park District have now formally authorized their Staff and Attorney to work with DGHPC and its consultants to move the 1846 Blodgett House onto the Park District Historical Museum Campus and accomplish its restoration to its appearance during the 1846-1865 time period. Funds raised by DGHPC participation in the 2008 Thursday Night Heritage Festival Concert will be used to pay expenses associated with relocating and restoring the exterior appearance of the 1846 Blodgett House that is currently located at 812 Randall Street, Downers Grove, Illinois.

The written proposal must be submitted to the Village no later than 5:00 p.m. on February 5, 2008.

Village of Downers Grove

IV. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Downers Grove Heritage Preservation Corporation

Date: 2/1/2008

Company Name

CharleySmart@Comcast.net

Email Address

4804 Main Street

Street Address of Company

Charley Smart

Contact Name (Print)

Downers Grove, IL 60515

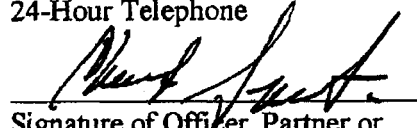
City, State, Zip

630-969-8085

24-Hour Telephone

630-969-8085

Business Phone



Signature of Officer, Partner or

Sole Proprietor

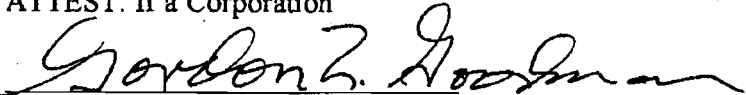
631-980-3635

Fax

Charles F. Smart, President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: DOWNERS GROVE HERITAGE PRESERVATION CORPORATION

ADDRESS: P.O. BOX 422

CITY: DOWNERS GROVE

STATE: ILLINOIS

ZIP: 60515-0422

PHONE: 630-969-8085 FAX: 631-980-3635

TAX ID #(TIN): 20-8921150

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *Paul Huff*

DATE: 2/1/2008

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to HF Thursday Night Opening Concert Partner, proposer Downers Grove Heritage
(Name of Project) (Name of Proposer)
Preservation Corporation hereby certifies the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);

~~3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.~~

~~4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.~~

5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Charles F. Smart*
Proposer's Authorized Agent

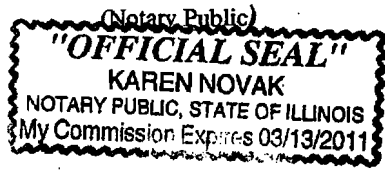
2 0 - 8 9 2 1 1 5 0

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 15 day of February, 2008.

Karen Novak



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Downers Grove Heritage Preservation Corporation, and the full names of its Officers are as follows:

President: Charles F. Smart

Secretary: Gordon L. Goodman

Treasurer: Therese A. Haley

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____

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

Insurer's Name The David Agency Insurance, Inc.

Agent Fredrick D. Arkin.

Street Address 385 N. York Road,

City, State, Zip Code Elmhurst, IL 60126-2343

Telephone Number (630) 592-5381

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

Print Name of Company: Downers Grove Heritage Preservation Corporation

Print Name and Title of Authorizing Signature: Charles F. Smart, President

Signature: 

Date: FEBRUARY 1/2008

Village of Downers Grove

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the proposer will perform with its own forces. The proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the proposer is a participant and that will be performed with the proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

Village of Downers Grove

BUY AMERICA CERTIFICATION

~~Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.~~

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements — either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

~~AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.~~

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Village of Downers Grove

Suspension or Debarment Certificate

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

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

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

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

Company Name: Downers Grove Heritage Preservation Corporation

Address: P.O. Box 422

City: Downers Grove, IL Zip Code: 60515-0422

Telephone: (630) 969-8085 Fax Number: (631) 980-3635

E-mail Address: CharleySmart@Comcast.net

Authorized Company Signature: 

Print Signature Name: Charles F. Smart Title of Official: President

Date: 2/1/2008

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

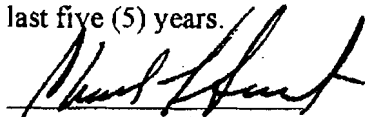
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Charles F. Smart President
Print Name

Bidder/vendor has contributed to an elected Village position within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Downers Grove Heritage Preservation Corporation Response and Proposal
with respect to Terms & Conditions and Detailed Specifications
of the Village of Downers Grove's Request for Proposal RTP-0-3-2008/TT
concerning Heritage Festival Thursday Night Opening Concert Partner

Downers Grove Heritage Preservation Corporation (DGHPC) d/b/a "1846 Blodgett House" was formed as an Illinois not-for-profit corporation by filing its articles of incorporation with the Secretary of State of Illinois on April 24, 2007. Interested community members have been meeting weekly since January 31, 2007, and a subset of those attendees comprises DGHPC's Board of Directors.

The initial impetus for the formation of DGHPC was the desire of community members to secure the preservation of a 19th Century historic residence in Downers Grove, Illinois, known as the 1846 Blodgett House. In the years leading up to the American Civil War, the 1846 Blodgett House, the home of local pioneers Israel and Avis Blodgett, was a documented stopover station on the Underground Railroad -- the route leading from slavery to freedom. Although the house has undergone much renovation over the years, many original structural details remain. The 1846 Blodgett House is located in the central historic district of Downers Grove, where escalating property values had rendered it vulnerable to being torn down and replaced. The community members who formed DGHPC are working with the owners of the 1846 Blodgett House, as well as with public officials and the general community, to raise the necessary governmental and private funds to move the structure to a nearby public park, where, after its restoration, the House can be operated as an educational and cultural museum.

DGHPC successfully partnered with the Village of Downers Grove to promote and manage attendance at the Thursday Night Heritage Festival Gin Blossoms Concert on June 21, 2007.

The mission statement in the By Laws of DGHPC is as follows:

The mission of Downers Grove Heritage Preservation Corporation is to (a) work for the preservation of culturally and architecturally significant structures in and around Downers Grove, Illinois, (b) fund and operate cultural and educational centers, and (c) do all other acts or things incidental to or necessary for the accomplishment of the purposes of the corporation which are not inconsistent with or in conflict with Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax law.

The Internal Revenue Service recognized DGHPC as a tax-exempt charitable and educational organization under Section 501(c)(3) of the Internal Revenue Code on August 16, 2007.

Commissioners of the Downers Grove Park District have now formally authorized their Staff and Attorney to work with DGHPC and its consultants to move the 1846 Blodgett House onto the Park District Historical Museum Campus and accomplish its restoration to its appearance during the 1846-1865 time period. Funds raised by DGHPC participation in the 2008 Thursday Night Heritage Festival Concert will be used to pay expenses associated with relocating and restoring the exterior appearance of the 1846 Blodgett House that is currently located at 812 Randall Street, Downers Grove, Illinois. The approved budget for this Phase I of the Blodgett House restoration project is \$200,894 and fund raising from partnering with the Village of Downers Grove for the Thursday Night Heritage Festival Concert can play a significant role in paying these expenses.

DGHPC is proposing several changes, detailed below, to certain terms and specifications in the published RFP. At the scheduled Proposal Review Meeting on February 13, 2008, we would be pleased to present additional information in support of these refinements of terms and specifications that we are proposing in order to improve both the operational success for the 2008 Thursday Night Concert and the ability of DGHPC to succeed in its work of preservation and restoration of a significant historical building for our community that is the subject of the following Mayoral Proclamation:

PROCLAMATION

WHEREAS, the Village of Downers Grove, Illinois is proud of its founding in 1832 by Pierce Downer; and

WHEREAS, the Village is proud of its history and embraces opportunities to preserve and protect historical structures in our community; and

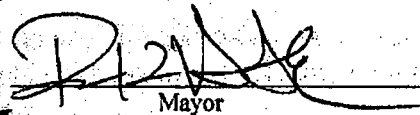
WHEREAS, in the years leading up to the American Civil War, the 1846 Blodgett House was the home of local pioneer family of Israel and Avis Blodgett whose home is well documented as a stopover station on the Underground Railroad -- the route leading from slavery to freedom; and

WHEREAS, many of the original structural details remain today despite renovations of the house over the years; and

WHEREAS, today the 1846 Blodgett House is now the focus of efforts by the Downers Grove Heritage Preservation Corporation to relocate and restore the structure in a nearby public park so that following private efforts to restore the house it can be operated as a cultural, educational and historic museum focusing on the role of the Underground Railroad in Downers Grove and DuPage County.

NOW THEREFORE, I RONALD L. SANDACK, Mayor of the Village of Downers Grove do hereby Proclaim January 8, 2008, as 1846 Blodgett House Day and urge all residents and corporations in our community to take notice of the valuable place the 1846 Blodgett House has in the history of our community and ask for support of the fund raising efforts of the Downers Grove Heritage Preservation Corporation to relocate the 1846 Blodgett House and urge every resident to give of their time and talents to help restore the property to its appearance during the 1846-1865 time period,

Dated this 15th day of January 2008 at Downers Grove, Illinois.



Mayor

CFS

II. TERMS AND CONDITIONS

The Downers Grove Heritage Preservation Corporation (DGHPC) specifically agrees to comply fully with the following paragraphs of Section II. Terms and Conditions in RFP RTP-0-3-2008/TT:

9. VILLAGE ORDINANCES
10. USE OF VILLAGE'S NAME
12. INDEMNITY AND HOLD HARMLESS AGREEMENT
13. NONDISCRIMINATION
14. SEXUAL HARASSMENT POLICY
15. EQUAL EMPLOYMENT OPPORTUNITY
16. DRUG FREE WORK PLACE
19. COPYRIGHT/PATENT INFRINGEMENT
23. CAMPAIGN DISCLOSURE
24. SUBLETTING OF CONTRACT
25. TERM OF CONTRACT
26. TERMINATION OF CONTRACT
27. BILLING & PAYMENT PROCEDURES
29. STANDARD OF CARE
30. GOVERNING LAW
31. SUCCESSORS AND ASSIGNS
32. WAIVER OF CONTRACT BREACH
33. AMENDMENT
34. CHANGE ORDERS
35. SEVERABILITY OF INVALID PROVISIONS
36. NOTICE

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With respect to the following two paragraphs, DGHPC has some concerns:

18. INSURANCE REQUIREMENTS – DGHPC requests the following waivers from the published RFP insurance requirements:

- a. Waiver of any requirement for Workers Compensation Insurance.
- b. Reduction of the GCL limit for Each Occurrence to \$1,000,000
- c. Waiver of any requirement for Professional Errors & Omissions or at least reduction of the limits to \$1,000,000 for Each Claim as well as in Annual Aggregate
- d. Waiver of the Umbrella Liability coverage.

28. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE – We believe, as stated in the Project Name: “Heritage Festival Thursday Night Opening Concert Partner”, that the Detail Specifications listed in Section III of the current RFP establish essentially a partnership relationship rather than “a buyer and seller of professional services” relationship between the Village of Downers Grove and the successful proposer.

The new partnership relationship that will be established for the 2008 Heritage Festival Thursday Night Opening Concert would seem to be closely analogous to the widely acknowledge partnering between the Village of Downers Grove and Blodgett House on the Move, as our group was known at that time, with respect to the Thursday Night Heritage Concert held on June 21, 2007. Key Terms of the relationship between The Village of Downers Grove and Blodgett House on the Move for the 2007 Heritage Concert are laid out in following table.

Key Terms Sheet between The Village of Downers Grove and Blodgett House on the Move

Activity	Village	Blodgett House on the Move	Deadlines
Present key terms of agreement between the Village and the Blodgett House Group to Village Council	Village		April 10 workshop (deadline for report to prepared is 4/5/07)
Select and Contract with entertainer, including all rider negotiations.	Village		April
Contract and setup Sound, Lighting, Stage and Tent setup for concert	Village		April
Order/print tickets and handle pre-sale of tickets (prices set at \$10 for presale tickets, \$15 if purchased at the event)		BHM	early May
Develop a list of prospective sponsors and provide to Director of Community Events for review (all sponsorship funding obtained by BHM shall be paid directly to the group)		BHM	early April
Design and produce event marketing and promotion		BHM	mid April
Mutually agree upon audience area layout and VIP seating arrangements	Village	BHM	May
Mutually agree upon procedures to account for ticket sales and allocation funding to BHM group	Village	BHM	May
Setup of entrance points to venue, including ticket sale station	Village		June
Staffing of entrance points		BHM	June
Contract for evening clean-up staff	Village		April
Employee police security at event, with entertainer and at ticket sales area	Village		June
Install six foot fence to secure concert area	Village		June
Provide event promotion via Heritage Festival Brochure, Village website, DGTV	Village	BHM	Details needed by April
Provide 20 - 25 adult volunteers on day of event for ticket sales and ushers.		BHM	June
Deposit all ticket sales money with Village		BHM	June
Develop and submit final report to Village detailing activities and full accounting of the fundraising event for transmittal to the Community Grants Commission prior to award of ticket sale proceeds.		BHM	July/August

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III. DETAIL SPECIFICATIONS

The Downers Grove Heritage Preservation Corporation (DGHPC) specifically agrees to comply fully with the following paragraphs of Section III. Detail Specifications in RFP RTP-0-3-2008/TT as stated below including the following modified paragraphs: 3, 4, 12, 13 and 14 with proposed additions underlined and proposed deletions struck through:

1. Vendor shall be responsible for planning, coordinating, operating and overseeing agreed upon activities of the 2008 Downers Grove Heritage Thursday Night Opening Concert in conformance with the standards and conditions set forth herein. Customer service shall be a priority and the concert activities shall be operated in a family oriented and courteous manner.
2. Vendor shall describe in detail the mission of its NFP organization and its Downers Grove heritage, purpose or cause proposed to be advanced by the proceeds of the concert. Only organizations whose mission is the advancement of activities or efforts that preserve or protect structures, monuments or tangible items that are documented and recognized as part of the history of Downers Grove will be considered.
3. The Vendor shall work with the Community Events Department to attain a mutually agreed upon concert layout area for the audience, VIP seating, ticket sales, (including at least one box office location to handle will-call tickets during the late afternoon and evening of the Thursday Night Heritage Festival Concert), and the entrance points to venue.
4. The Vendor shall provide a plan of action as to the ordering, printing and sales of concert tickets, including pre-sale and day of concert sales. Such costs shall be deducted from Vendor's portion of the proceeds. The Vendor shall work with the Community Events Department to attain mutually agreed upon ticket prices while the Village shall have the right final authority to set ticket prices based upon the booking of the entertainer for the concert, which approval shall be given no later than March 1, 2008.
5. The Vendor shall work with the Community Events Department to attain a mutually agreed upon procedure to account for ticket sales. The vendor shall establish and maintain a separate account for all ticket sales revenues. The Village shall have the right to review all records and documents of the Vendor pertaining to the operation of the Thursday Night Opening Concert.
6. The Vendor shall design and produce event marketing and promotional materials, which will be reviewed by the Community Events Department prior to distribution. These materials may be used by the Village to promote the event via the Heritage Festival Brochure, Village website, and Downers Grove TV Channel 6.

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7. The Vendor shall supply a list of man power; a schedule showing the date and time volunteers are assigned for staffing the entrance points to the concert, will-call area, and the 20 -25 volunteers assigned to set up the audience area (between 2:30pm – 5:30pm) on the day of the concert.
8. The Vendor shall develop a list of prospective sponsors and provide same to Director of Community Events for review. Any approved sponsorship obtained by the Vendor for the concert shall be paid directly to the Vendor. Any signage associated with the sales of sponsorship will be paid for by the Vendor.
9. The Vendor shall designate an executive manager who shall be the primary contact person with the Village for all issues and questions related to the concert.
10. The Vendor shall have on duty at all times not less than two (2) individuals as managers of the concert area. Their role will be to patrol the area in order to preserve the Heritage Festival family atmosphere as a place where visitors can enjoy food, beverages, and entertainment in a lively, wholesome, and legal manner.
11. Providing all set up is complete and stage is ready, doors to concert area will open on Thursday, June 26, 2008, at 5:00 p.m. concluding at 10:00p.m. The Village shall have the absolute right to order the immediate closing of the concert at any time it is determined to present a danger to the public health, safety or welfare.
12. Within ~~thirty (30)~~ forty five (45) days of the conclusion of the 2008 Heritage Festival, the Vendor shall provide a financial statement, including bank statements showing all deposits into the bank account for ticket sales revenues established for the concert. The financial statement shall account for all sales and expenses incurred with respect to the Thursday Night Opening Concert. The financial statement shall at a minimum include the following information:
 - a. the number of general admission concert tickets sold and the gross revenue therefrom
 - b. ~~the amount~~ number of VIP tickets sold and the gross revenue therefrom
 - c. an itemized list of all expenses incurred in the operation of the Thursday Night Concert including copies of all invoices and/or paid receipts

The Village shall have the right to review all records and documents of the Vendor pertaining to the Thursday Night Opening Concert. The Village shall have the right to have a person present at all times during the Thursday Night Opening Concert to observe and participate in the accounting of the proceeds. Failure to provide any of the above mentioned documentation may result in the Vendor forfeiting all or a portion of its share of the proceeds.

13. The gross proceeds of general admission ticket sales and the general admission portion of all VIP ticket sales of the Thursday Night Opening Concert shall be divided between the Vendor and the Village (~~60%~~ 30% to the Village, ~~40%~~ 70% to the Vendor).

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From the Vendor's ~~40%~~ 70% portion the following expenses shall be deducted:

- Expenses Paid by Vendor
- Ticket printing
- Advertising and Marketing
- Concert Program Booklet printing
- Signage
- Insurance/Dram Shop Insurance (if required)

From the Village's ~~60%~~ 30% portion the following expenses shall be deducted:

- Expenses Paid by Village
- Cost of Entertainer including backline and contract rider extras
- Cost of Stage, including, lighting and sound
- Cost of Fencing
- Costs of Tents, Tables and Chairs
- Cost of Clean Up
- Cost of Personnel including Police, Fire and Public Works

The responsibility of any other expense not specifically mentioned shall be determined by the Community Events Commission.

- 14. Within ~~thirty (30)~~ forty five (45) days of the conclusion of the 2008 Heritage Festival, the Vendor shall provide the Village with a check in the amount of ~~60%~~ 30% of the gross proceeds of general admission ticket sales and the general admission portion of all VIP ticket sales from the Thursday night Opening Concert.
- 15. The Village shall have the right to terminate its agreement with Vendor in the event it is determined that the continued operation presents an immediate hazard to the health, safety or welfare of its citizens or if it is determined that the Vendor is in violation of any ordinances or laws of the Village of Downers Grove and such violation constitutes a serious deficiency.

Supplement to RTP-0-3-2008/TT Bid Proposal
Submitted by Downers Grove Heritage Preservation Corporation

Charles F. Smart 2/1/2008

Charles F. Smart, President