

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
MARCH 25, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2008 Computer Replacements	Resolution Ordinance ✓ Motion Discussion Only	Liangfu Wu Information Services Director

SYNOPSIS

A motion is requested to approve the purchase of computers from Dell Marketing, L.P. of Round Rock, Texas, in an amount not to exceed \$108,368.00.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan Goals for 2006-2011 identified *Top Quality Village Infrastructure and Facilities*. An objective includes *Village Facilities: Operating Efficiently, Promoting Productivity, and Supporting Effective Customer Friendly Services*.

FISCAL IMPACT

The FY08 budget includes an amount of \$117,600 for computer replacements.

RECOMMENDATION

Approval on the April 1, 2008, consent agenda.

BACKGROUND

Under the Village's computer equipment replacement program, the Village purchases replacement computers each year. The Village uses a four-year replacement cycle. Staff is proposing to replace all Village Hall and Fire Department personal computers. The goal in replacing these machines is two-fold:

- Help the Village's computer users to be more efficient through the use of current software and much faster hardware.
- Help the Information Services Department to better maintain the Village's computers and help the Village's computer users.

The last time personal computers were purchased, staff did so under a State-negotiated contract. This year the hardware specifications of the machines on the state contract did not meet the Village's needs, and the computers were specified with a great deal of included software was not needed. Therefore, a Request for Proposals (RFP) was prepared to meet Village's computer needs, and four responses were received. The lowest priced respondent proposed computers that did not meet the specifications set forth in the RFP. The second lowest bidder did not turn in a completed RFP; a price but no information regarding equipment types and specifications was given. It is staff's recommendation that computers be purchased from the third lowest and most responsive responsive bidder, which was Dell.

The table below offers a comparison of the four responses.

Vendor	Per Unit PC Price	Per Unit Laptop Price	Total Price	Comments
CDS Office Technologies	\$720.00	\$1039.00	\$101,429.00	Did not meet specs: monitors not covered under on-site warranty
Netrix, LLC	\$767.73	\$951.20	\$106,429.25	Incomplete RFP response
Dell	\$774.50	\$1050.50	\$108,368.00	Met specs
CDW	\$890.00	\$1220.00	\$112,170.00	Met Specs

One hundred twenty five desktop computers at a cost of \$774.50 each and eleven laptops at a cost of \$1050.00 each are included in the proposed cost of \$108,368.00.

ATTACHMENTS

Selected vendor's RFP response

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:

Dell Marketing, L.P.
Company Name

Date: March 5, 2008

One Dell Way RR8-06
Street Address of Company

janice_harpaul@dell.com
Email Address

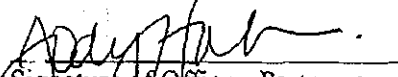
Round Rock, TX 78682
City, State, Zip

Janice Harpaul
Contact Name (Print)

512-723-3312
Business Phone

1-800-624-9896
24-Hour Telephone

512-283-9092
Fax


Signature of Officer, Partner or
Sole Proprietor

Jody Hahn, Regional Proposal Manager
Print Name & Title

ATTEST: If a Corporation

"Dell requests this offer to be governed by the State of Illinois MHEC NASPO|WSCA #A63307 terms and conditions."

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.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
DELL MARKETING L.P.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
C/O DELL USA L.P. P.O BOX 678021

City, state, and ZIP code
DALLAS, TX 75267-6021

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
7	4	2	6	1	8	8	0	5

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person

Date **2/2007**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases.

- The U.S. owner of a disregarded entity and not the entity,

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2008 Computer Purchase, proposer Dell Marketing, L.P. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §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

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: *Jody Hal*
Proposer's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 5th day of March, 2008.

Jill Henderson
Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: _____

Secretary: _____

Treasurer: _____

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:

PROPOSER'S CERTIFICATION (page 3 of 3)

Dell Marketing, L.P. is a Limited Partnership.

The partnership does business under the legal name of: Dell Marketing, L.P.
which name is registered with the office of Secretary of State in the state of
Texas.

(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 Please refer to Dell's Insurance Certificate immediately following this page.

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

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

Print Name of Company: Dell Marketing, L.P.

Print Name and Title of Authorizing Signature: Jody Hahn, Proposal Manager

Signature: 

Date: March 5, 2008

MEMORANDUM OF INSURANCE

DATE
2/3/2008

THIS MEMORANDUM OF INSURANCE IS FOR AUTHORIZED VIEWERS ONLY. USE, DUPLICATION OR ALTERATION OF THIS DOCUMENT, WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE INSURED, IS EXPRESSLY PROHIBITED. THIS MEMORANDUM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT EXTEND, ALTER OR AMMEND THE COVERAGE NOTED OR CONFER RIGHTS UPON ANY VIEWER OR OTHER PARTY. COVERAGE DESCRIBED BELOW IS AS OF THE ABOVE DATE.

PRODUCER LOCK TON COMPANIES, I.L.C-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	COMPANIES AFFORDING COVERAGE
INSURED Dell Inc. and its Subsidiaries 1078875 Dell Marketing L.P. One Dell Way - RRI-50 Round Rock TX 78682	COMPANY A: New Hampshire Insurance Company COMPANY B: National Union Fire Ins Co Pittsburgh PA COMPANY C: The Ins Co of the State of Pennsylvania COMPANY D: COMPANY E:

COVERAGES DELIN02 B1

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCURRENCE GEN'L AGG LIMIT APPLIES PER POLICY	5836188	2/3/2008	2/3/2009	EACH OCCURENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
B	AUTOMOBILE LIABILITY ANY AUTO HIRED AUTOS NON-OWNED AUTOS	1607380	2/3/2008	2/3/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$ XXXXXXXX
					BODILY INJURY (Per accident)	\$ XXXXXXXX
					PROPERTY DAMAGE (Per accident)	\$ XXXX,XXX
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
					OTHER THAN AUTO ONLY:	\$ XXXXXXXX
						\$ XXXXXXXX
B	EXCESS LIABILITY OCURRENCE	BE9835511	2/3/2008	2/3/2009	EACH OCCURENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$ XXXXXXXX
						\$ XXXXXXXX
A A A C	WORKERS COMPENSATION/ EMPLOYERS' LIABILITY	5145448 AOS/5145454 TX	2/3/2008	2/3/2009	WORKERS COMP LIMITS	STATL ORY
		5145449 FL/5145453 OH,WA,WI	2/3/2008	2/3/2009	E.L. EACH ACCIDENT	\$ 1,000,000
		5145450 CA /5145451 OR	2/3/2008	2/3/2009	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		5145452 MANY	2/3/2008	2/3/2009	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

ADDITIONAL INFORMATION
 Additional Insured is any person or organization for whom the Named Insured has specifically agreed by written contract to provide additional insured status, subject to policy terms, conditions and exclusions.

The following are Inclusive on the above mentioned policies.
 Blanket Additional Insured
 Blanket Waiver of Subrogation
 Primary and Non-Contributory Clause

DELL**QUOTATION**

QUOTE #: 415485509

Customer #: 1082725

Contract #: N39913562

Customer Agreement #: A63307

Quote Date: 2/19/08

Date: 2/20/08 9:04:51 AM

Customer Name: VILLAGE OF DOWNERS GROVE

TOTAL QUOTE AMOUNT:	\$96,812.50		
Product Subtotal:	\$96,812.50		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 125	SYSTEM PRICE: \$774.50	GROUP TOTAL: \$96,812.50
Base Unit:	OptiPlex 330 Minitower,Core 2 Duo E4500/2.2GHz,2M,800FSB (223-3155)		
Processor:	NTFS File System,Factory Install (420-3699)		
Memory:	2GB,Non-ECC,667MHz DDR2,2X1GB Dell OptiPlex 740 and 330 (311-6444)		
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)		
Monitor:	Dell E198FP,19 Inch Flat Panel19.0 Inch Viewable Image Size OptiPlex,Precision and Latitude (320-5578)		
Video Card:	Integrated Video,GMA3100,Dell OptiPlex 330 (320-5766)		
Hard Drive:	80GB SATA, 7200 RPM Hard Drivewith Data Burst Cache,Dell OptiPlex 745 and 330 (341-2961)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 320and 330 Minitower (341-3839)		
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex,English,Factory Install (420-6287)		
Mouse:	New Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (310-9627)		
CD-ROM or DVD-ROM Drive:	48X32 CDRW/DVD Combo,Dell OptiPlex 330 Desktop or Minitower (313-5550)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD,No Media Dell OptiPlex (420-7964)		
CD-ROM or DVD-ROM Drive:	Compact Diskette for CyberlinkPower DVD,Dell OptiPlex (420-7965)		
Speakers:	Dell AS501PA black Sound Bar for all Entry Flat Panel Displays, Dell OptiPlex/ Precision (313-4029)		
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex 330 (310-9460)		
Bundled Software:	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-2677)		
Service:	Dell Hardware Limited WarrantyPlus Onsite Service Extended Year(s) (989-2678)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (985-7950)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-2672)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Shipping Material for System Smith Minitower,Dell OptiPlex (310-9330)		

SALES REP:	Reggie Blair	PHONE:	1-800-576-6038
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Email Address: reginald_blair@dell.com

Phone Ext: 7958446

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

*****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number.***

If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.

Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 415486908

Customer #: 1082725

Contract #: N39913562

Customer Agreement #: A63307

Quote Date: 2/19/08

Date: 2/20/08 9:04:52 AM

Customer Name: VILLAGE OF DOWNERS GROVE

TOTAL QUOTE AMOUNT:	\$11,555.50		
Product Subtotal:	\$11,555.50		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 11	SYSTEM PRICE: \$1,050.50	GROUP TOTAL: \$11,555.50
Base Unit:	Latitude D630, Intel Core 2 Duo T7500, 2.20GHz, 800MHz 4M L2 Cache, Dual Core (222-7948)		
Processor:	14.1 Inch Wide Screen WXGA LCD for Latitude D630 (320-5288)		
Memory:	2.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks (311-5687)		
Keyboard:	Internal English Keyboard for Latitude Notebooks (310-8768)		
Video Card:	Intel Integrated Graphics Media Accelerator X3100 Latitude D630 (320-5298)		
Hard Drive:	80GB Hard Drive 9.5MM 5400RPM for Latitude DX30 (341-4567)		
Hard Drive Controller:	Standard Touchpad for Latitude D630 (310-8792)		
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8854)		
Operating System:	Windows XP Professional, SP2 with media, for Latitude English, Factory installed (420-4790)		
TBU:	65W AC Adapter for Latitude D-Family (310-7283)		
CD-ROM or DVD-ROM Drive:	24X CDRW/DVD with Cyberlink Power DVD Latitude DX20 (313-5043)		
Processor Cable:	Dell Wireless 1395 WLAN (802.11g,54Mbps) Mini Card Latitude (430-2799)		
Factory Installed Software:	Resource CD w/ Diagnostics and Drivers for Latitude D630 Notebook (313-5028)		
Feature	6-Cell/56 WHr Primary Battery Latitude D630 (312-0484)		
Feature	Large Nylon Carrying Case for Dell Latitude D-Family Notebooks (310-7688)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-2988)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-2987)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-4692)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (985-9970)		
Misc:	US - System Documentation Power Cord, Latitude D630 (310-9094)		
	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)		

SALES REP:	Reggie Blair	PHONE:	1-800-576-6038
Email Address:	reginald_blair@dell.com	Phone Ext:	7958446

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LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

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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. *5/08*

Libby Essinger
Signature

Libby Essinger
Print Name
Manager, Contracts

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

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al To the best of my knowledge and belief.

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: Dell Marketing, L.P.
 Address: One Dell Way
 City: Round Rock, Texas, Zip Code: 78682
 Telephone: (800) 879-3355 Fax Number: (512) 283-9092
 E-mail Address: Matt_Gilliam@Dell.com

Authorized Company Signature: Libby Essinger
 Print Signature Name: Manager, Contracts Title of Official: _____
 Date: _____

*To the best of my knowledge and belief.