

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JANUARY 4, 2011

SUBJECT:	TYPE:	SUBMITTED BY:
Vendor Selection for Fire Lieutenant Promotional Process	Resolution Ordinance ✓ Motion Discussion Only	Jim Jackson, Fire Chief

SYNOPSIS

A motion is requested to approve a contract with I/O Solutions, Inc. of Westchester, IL in the amount of \$16,425 to conduct a promotional process to create an eligibility list for the position of Fire Lieutenant.

STRATEGIC PLAN ALIGNMENT

The Village goals for 2014 include *Exceptional Municipal Organization*.

FISCAL IMPACT

The FY11 budget includes \$16,425 in the General Fund for this contract.

RECOMMENDATION

Approval on the January 4, 2011 consent agenda.

BACKGROUND

Pursuant to state law, entry level and first level supervisor (Fire Lieutenant) eligibility lists are created and maintained by the Board of Fire and Police Commissioners. It is from these lists that personnel are selected to fill entry level or first level supervisor vacancies that occur within the Fire Department. The Board of Fire and Police Commissioners has given authorization for the Village to conduct a promotional process to create an eligibility list for the position of Fire Lieutenant. This eligibility list is to replace a list that has expired.

A Request for Proposal (RFP) was distributed to solicit qualified vendors to conduct a Fire Lieutenant Promotional Process. This promotional process must be conducted in accordance with the Fire Department Promotion Act (50 ILCS 742/) as modified by the terms of Article 39 of the Agreement between the Village of Downers Grove and the Downers Grove Professional Firefighters Union, Local no. 3234 of the International Association of Firefighters, AFL-CIO, CLC.

Three proposals were submitted in response to the RFP. I/O Solutions, Inc. was the most qualified proposer. The I/O Solutions proposal is for a complete promotional process package with no additional costs anticipated. In addition, I/O Solutions is prepared to start the promotional process upon receipt of written confirmation from the Village that they are the preferred vendor.

Proposer	Cost Proposal	Additional Information
I/O Solutions	\$16,425	Price reflects complete process with no additional cost or staff commitments anticipated
Institute for Public Safety Personnel, Inc.	\$13,700 or \$16,900 depending on days necessary to complete process	Stated that they need six months lead time before testing begins, which is not acceptable, as the eligibility list has already expired
Resource Management Associates	\$15,475	Proposal calls for additional support from Village, including technical support and personnel time. Fire Department does not have available resources to dedicate to this vendor's proposal

I/O Solutions, Inc. proposal includes test development, administration of the process and fees for State certified Assessors as required by the Fire Department Promotion Act. The new eligibility list will remain in effect until such time as the Board of Fire and Police Commissioners determine it to be expired or the contractual agreement with the firefighters union dictates an expiration date.

ATTACHMENTS

Contract



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: I/O Solutions, Inc.

Project Name: FIRE LIEUTENANT PROMOTIONAL PROCESS

Proposal No.: RFP-0-34-2010/tt

Proposal Due: November 23, 2010, 2:00 p.m

Pre-Proposal Conference: None

Required of Awarded Contractor:

Certificate of Insurance: No

Legal Advertisement Published: November 4, 2010

Date Issued: November 4, 2010

This document consists of 26 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

Village of Downers Grove

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 60510.

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 this RFP document shall become the contract, 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 **November 23, 2010, 2:00 p.m.**
- 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. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 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,

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superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a 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.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a 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.

4. RESERVED RIGHTS

- 4.1 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

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

- 6.1 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.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 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

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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.

8. NONDISCRIMINATION

8.1 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 #11136 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.

8.2 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 1264, 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.

9. SEXUAL HARASSMENT POLICY

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 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
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 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

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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:

- 10.1.1 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.
- 10.1.2 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.
- 10.1.3 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.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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

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Department's Rules and Regulations.

10.1.7 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.

11. DRUG FREE WORK PLACE

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

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.

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- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this agreement and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by

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another person;

- 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 13.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.
- 14. CAMPAIGN DISCLOSURE**
- 14.1 Any contractor, proposer, Proposer 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.
- 14.2 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.
- 14.3 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.
- 14.4 By signing the bid documents, contractor/proposer/Proposer/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.

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15. SUBLETTING OF CONTRACT

- 15.1 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.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

16. TERM OF CONTRACT

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

18. BILLING & PAYMENT PROCEDURES

- 18.1 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.

- 18.2 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.

- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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- 19.1 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.

20. STANDARD OF CARE

- 20.1. 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.
- 20.2 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.
- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction 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.

21. GOVERNING LAW

- 21.1 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.

22. SUCCESSORS AND ASSIGNS

- 22.1 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.

23. WAIVER OF CONTRACT BREACH

- 23.1 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.

24. AMENDMENT

- 24.1 This Agreement will not be subject to amendment unless made in writing and signed by

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all parties.

25. NOT TO EXCEED CONTRACT

25.1 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.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

27.1 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.

28. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

FIRE LIEUTENANT PROMOTIONAL PROCESS

Purpose

This Request for Proposals is being distributed to solicit qualified vendors to conduct a Fire Lieutenant Promotional Process for the Village of Downers Grove. This promotional process will be conducted in accordance with the Fire Department Promotion Act (50 ILCS 742/) as modified by the terms of Article 39 of the Agreement between the Village of Downers Grove and the Downers Grove Professional Firefighters Union, Local no. 3234 of the International Association of Firefighters, AFL-CIO, CLC.

Proposals should be submitted based on the assumption that there will be approximately 25 candidates for this process.

It is anticipated that the selected firm will be retained by the Village of Downers Grove, Illinois for one promotional testing process.

Proposal Due Date

The proposal is due on the **23 day of November, 2010, by 2:00 pm** Central time.

Submission of Proposal

Six (6) copies of the proposal must be submitted by the Proposal Due Date noted above to:

Village of Downers Grove, Illinois
801 Burlington
Downers Grove, IL 60515
Attention: Ms. Theresa H. Tarka, Purchasing

Proposals must be submitted in written or printed bound form, along with one electronic copy on a CD-ROM, in a sealed envelope marked "Proposal to Conduct Fire Lieutenant Promotional Process for the Village of Downers Grove, Illinois" and shall include all information required pursuant to this notice of intent. The envelope shall be marked with the name of the firm submitting the proposal. Neither faxed copies nor electronic submissions will be accepted

Anticipated Timetable for Response

Release of Notice of Intent

To Be Determined

Proposal Due

November 23, 2010, 2:00, p.m.

Selection

To Be Determined

Village of Downers Grove

Questions

Questions regarding this request for Proposals should be directed, in writing, mail, facsimile or electronic mail as follows:

Ms. Theresa Tarka
Purchasing
Village of Downers Grove, Illinois
801 Burlington
Downers Grove, IL 60515
ttarka@downers.us

Modifications to Proposals

A respondent may not modify or correct its Proposal any time after the Proposal Due Date, except in direct response to a request from the Human Resources Manager for the Village of Downers Grove, Illinois

Expense of Preparation of Proposals

The Village of Downers Grove, Illinois, is not responsible for any expense incurred in preparing and submitting a Proposal or taking any action in connection with the selection process, or for the costs of any services performed in connection with submission of a Proposal.

Reservation of Rights

The Village of Downers Grove reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate, negotiate modifications to any of the items proposed in the Proposal, request additional information from any firm, reject any or all Proposals and waive any irregularities in any Proposal. The Village of Downers Grove, Illinois, retains the right to negotiate the Proposal submitted for this engagement.

Selection Process

Respondents are not entitled to any consideration for any work performed during the Selection Process. The Village of Downers Grove may, after receiving all responses to this Request for Proposals, choose not to select any respondent(s) for participation in either the bidding phase or the final award phase of this process.

Village of Downers Grove

Scope of Services

The Village of Downers Grove is seeking proposals from firms to prepare, coordinate and administer the Fire Lieutenant Promotional Process. This process is conducted under the guidelines established in the Fire Department Promotion Act (50 ILCS 742/) as modified by the terms of Article 39 of the Agreement between the Village of Downers Grove and the Downers Grove Professional Firefighters Union, Local no. 3234 of the International Association of Firefighters, AFL-CIO, CLC.

Services provided by the vendor will include:

Development and coordination of an assessment center consisting of three job-related simulated exercises developed in coordination with officials from the Village of Downers Grove.

Development and delivery of a candidate orientation session.

Coordination and administration of the assessment center process for approximately 25 candidates.

Development of candidate feedback reports.

Assessor recruitment for the number of Illinois Certified Assessors needed to conduct the assessment center in an appropriate, efficient manner.

Determining fees to compensate the Illinois Certified Assessors selected in the recruitment process.

Development and administration of a written examination for Fire Lieutenant including on-site scoring and administration of an appeal/challenge process for candidate challenges.

Village of Downers Grove

Structure of Response

The Village of Downers Grove desires to consider Proposals in a consistent and easily comparable format as established in this Request for Proposals. Proposals not organized as set forth may, at our discretion, be considered non-responsive.

Each Proposal shall include a transmittal letter, signed by an authorized representative of the firm. In the transmittal letter the firm shall certify

That no elected or appointed official or employee of the Village of Downers Grove is financially interested, directly or indirectly, in the performance of the services specified in this Notice of Intent

That the information included in the Proposal is true and correct to the best of its knowledge and

That the person signing the transmittal letter is authorized to execute the Proposal on behalf of the firm.

Proposals should be organized in the same manner as the individual information request contained herein.

Exhibits containing additional information may be attached to provide a more detailed response to a question, but only if clearly identifiable as a response to a specific question.

Thank you for reviewing and considering this Request for Proposals.

Village of Downers Grove

NOTICE OF INTENT TO SELECT A VENDOR TO CONDUCT FIRE LIEUTENANT
PROMOTIONAL PROCESS

VILLAGE OF DOWNERS GROVE, ILLINOIS

The Village of Downers Grove, Illinois, wishes to select a qualified vendor to conduct a Fire Lieutenant Promotional Process. All qualified firms wishing to be considered must file their responses to the request for proposals with the Purchasing Department by the 23th day of November, 2010, 2:00 p.m. **Review of proposals will be held the week of November 29, 2010, and the contract must be approved by the Village Council.**

All submissions will be kept confidential until the contract has been awarded.

Village of Downers Grove

ACKNOWLEDGEMENT AND CONDITIONS

Respondent acknowledges that it has received, read and agreed to the provisions of the request for proposals for the Fire Lieutenant Promotional Process for the Village of Downers Grove. Respondent agrees that if its submission is accepted, respondent will enter into this Agreement with the Village of Downers Grove, Illinois.

The Village of Downers Grove, Illinois, is soliciting competitive fire service promotional testing vendors pursuant to a determination that such a process best serves the interests of the Village and the general public and not because of any legal requirements to do so. Respondent acknowledges that it is the right to the Village of Downers Grove to accept any submission or to reject any or all submissions, to modify or amend with the consent of the respondent any submission prior to acceptance, to waive any informality and to effect any Agreement otherwise, all as the Village of Downers Grove, Illinois, in its sole judgment may deem to be in its best interests.



Respondent: Chad C. Legel - President
Name and Title

11.22.10

Date

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village)

Letter of Transmittal

RFP Title: Proposal to Conduct a Fire Lieutenant Promotional Process

RFP Number: RFP-0-34-2010/tt

Date of Opening: November 23, 2010

This proposal is respectfully submitted to the Village of Downers Grove. I/O Solutions is a public safety selection consulting firm with ample experience developing, validating and administering selection processes for law enforcement and fire service agencies. This proposal will detail our plans to provide the specific services requested in your RFP.

I/O Solutions has compiled this proposal independently and without collusion. We plan to provide all products and services contained within this proposal without assistance.

No elected or appointed official or employee of the Village of Downers Grove is financially interested, directly or indirectly, in the performance of the services specified in the Notice of Intent.

The information included in this proposal is true and correct to the best of my knowledge. I am authorized to execute the proposal on behalf of I/O Solutions.

We have endeavored to be completely responsive to your RFP. Please contact us with any questions or for additional information.

Chad C. Legel, President

Proposal Contact:

Chad C. Legel, M.S., President
Industrial/Organizational Solutions, Inc.
(d.b.a., I/O Solutions, Inc.)
1127 S. Mannheim Road, Suite 203
Westchester, IL 60154-2562
chad@iosolutions.org
888.784.1290
fax 708.410.1558
www.iosolutions.org
FEIN: 36-3783421



*Please note that ALL information provided in this proposal document is considered a **trade secret** and we do not authorize the disclosure of this information to any parties outside of the proposal review process.*

Introduction

Industrial/Organizational Solutions, Inc. (I/O Solutions) is a public safety human resources consulting firm that specializes in personnel selection; the development, validation and administration of police, corrections and fire service entrance, physical ability and promotional examinations. I/O Solutions has been providing personnel selection consulting services since 1997 and is incorporated under the laws of the state of Illinois. I/O Solutions is headquartered in Westchester, IL.

This proposal will outline our plan to develop and administer an assessment center and written examination for the rank of fire lieutenant. I/O Solutions has ample experience providing these types of services all over the United States. We just completed the development and administration of promotional processes for both Austin TX (Battalion Chief) and Washington DC Fire and EMS (Lt., Capt. and Batt. Chief).

I/O Solutions recently experienced a remarkable achievement. The United States Supreme Court, in *Ricci v. DeStefano*, ruled in June 2009 that the City of New Haven was required to use the results of Fire Lieutenant and Captain promotional examinations developed by I/O Solutions due to the overwhelming amount of evidence of exam validity. We trust that this ruling speaks volumes about our technical proficiency and expertise in the test development and validation field.

From our beginning three qualities have characterized our work and caused us to stand out in this field: technical expertise, customer service and tailored solutions.

Technical Expertise

Our Industrial/Organizational Psychologists and Psychometricians are some of the top in this industry. As experts in personnel selection and psychometric theory, our main objective is developing assessment tools that identify the best employees, whether hiring an entry-level employee or promoting your next agency administrator. We do this by ensuring that every selection process we develop is valid (identifies people with the best set of knowledge, skills and abilities), reliable (provides an accurate measure of important traits), fair (treats all participants equally) and defensible (conforms to legal guidelines).

We understand the gravity of the decisions you make in hiring and promoting personnel. Having worked with over 1000 public safety agencies throughout the United States and Canada, we are very familiar with the challenges you face in the area of human resources. We know this because we face the same challenges. Not only are we a human resources consulting firm, we are also a national test publishing firm offering over 30 published entry-level and promotional exams and assessments. Our company was actually founded based on a desire to develop exams and assessments that obtain the highest levels of validity, but are more fair and less adverse than those that are typically used throughout this industry. In addition, we are a third-party recruitment and hiring firm that provides human resources services to public safety

agencies. We provide guidance in advertising and recruitment efforts, provide and process internet-based job applications, administer entry-level and physical ability tests, develop/conduct oral interviews and provide psychological evaluations and polygraph services. Our unparalleled experience in these areas renders us uniquely qualified to assist you in all aspects of personnel selection.

Our expertise and attention to state-of-the-art test development methodology is one of the reasons that I/O Solutions remains one of the only major public safety consulting firms with an **unblemished litigation history**. In addition to our psychometric and test publishing capabilities, our firm has demonstrated a great deal of expertise in the litigious environment surrounding law enforcement and fire service personnel selection. Our firm works closely with the most prestigious employment law firm in the nation – Littler Mendelson. With nearly 400 attorneys in 28 offices nationwide, Littler Mendelson is the largest law firm in the United States practicing exclusively in employment and labor law, representing management. Our principal, Dr. Fred Rafilson, has served as an expert for the U.S. Department of Justice Employment Litigation Division in police and fire employment testing cases, he has served as an expert for numerous state and municipal public safety agencies, and as an expert for the defense of a test validation and adverse impact class action suit filed against a prominent Fortune 100 company.

Finally, you can be confident in the soundness of our services because we adhere closely to professional guidelines that control the quality and precision of the tools we develop and employ. All of our products and services adhere strictly to the following legal and professional guidelines:

- *Federal Uniform Guidelines on Employee Selection Procedures.*
- *Recent court cases affecting the interpretation of the Uniform guidelines.*
- *Principles for the Validation and Use of Personnel Selection Procedures (Principles), published by Division 14 of the American Psychological Association.*
- *Standards for Education and Psychological Testing published by the American Educational Research Association, and the National Council on Measurement in Education.*
- *Guidelines & Ethical Considerations for Assessment Center Operations published by the International Task Force on Assessment Center Guidelines.*
- *Civil Rights Acts of 1964 and 1991.*
- *The Americans with Disabilities Act.*
- *Standards published by CALEA (Commission on Accreditation for Law Enforcement Agencies).*
- *International Fire Service Training Association (IFSTA).*
- *State laws, local ordinances and contracts.*

Customer Service

I/O Solutions truly values our customers. We also consistently deliver results that earn our clients' trust. We desire to develop long-standing relationships with each of our clients in order to understand and serve them better. This mentality causes us to constantly find ways to improve your selection processes by making them more valid and efficient.

We start by providing you with highly skilled project managers that you will work with on a daily basis. You won't see a highly credentialed project manager on the first day of the project

and then never again – you will work closely with this person from the inception of the process through to its successful conclusion, and then hopefully long into the future.

We take our relationships with our customers so seriously that **we want you to contact our former and current clients to learn about us. Ask how we compare to our competition and what makes us unique in this industry.** We trust that our expertise and dedication to our clients will be well expressed by everyone we have had the opportunity to work with.

Tailored Solutions

The key to developing a highly valid and relevant selection process is to tailor it to your specific needs. I/O Solutions does not use the same solution for every client. We take great care in working with you to identify your needs and then customize exams and assessments that best meet those needs. Our work sets us apart - we deliver something that was created for your agency. In an industry that is laden with canned assessments and boilerplate material, our innovative, state-of-the-art selection tools stand out.

Environmental Initiatives

I/O Solutions is committed to improving the global environment through proactive efforts to use environmentally conscious materials and off-set earth-polluting carbon emissions. We currently fund clean energy and efficiency projects, at our own cost, to off-set the carbon emissions generated by our nationwide business travel. We view this as both a responsible business action and an opportunity for leadership among the national business community.

Investment

The following tables outline the costs associated with the project plan described in this proposal. Any work that is requested and is not covered under the terms of this proposal will be billed at a rate of \$250/hour.

Rate Schedule	
Classification	Rate/Hour
Consultant/Industrial Psychologist	\$175
Technical Writer	\$65
Administrative Assistant	\$25

Project Step	Consult Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Development of Lt. assessment center: Three job simulation exercises will be developed based on meetings with DGFD subject matter experts	22			\$3,850
Candidate orientation presentation	3			\$525
Administration of Lt. assessment center to approx. 25 candidates	12			\$2,100
Development of candidate feedback reports	2		15	\$725
Assessor fees (estimated \$300/day per assessor - nine assessors for two days)				\$5,400
Role-player expenses				\$500
Assessor recruitment (6 to 9 assessors)			10	\$250
Development of Lt. promotional job knowledge examination	2	40		\$2,950
Administration of Lt examination: Administration of written examination, scoring on-site and administration of item appeal/challenge process, also response to candidate challenges			5	\$125
Project Services Cost				\$16,425

* The Village will be expected to provide a suitable facility at which to administer the assessment center process and written exam.

** We have estimated assessor expenses based on the \$300/day estimated proposed by DGFD. We are interested in establishing a lower rate if an agreement can be reached to use non-IL Chief approved assessors.

I/O Solutions will provide counsel, deposition and expert testimony services for the purpose of defending the development, validation and administration of selection processes in which we participate. Following are the fees associated with these services:

Service	Fee
Expert counsel, deposition or expert testimony provided by a Ph.D. level Industrial/Organizational Psychologist.	\$250/hour
Administrative services related to litigation support.	\$25/hour

Village of Downers Grove

V. 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:

Industrial/Organizational Solutions, Inc.

Company Name

Date: 11.22.10

chad@iosolutions.org

1127 S. Mannheim Road - Suite 203

Street Address of Company

Email Address

Chad C. Legel

Westchester, IL 60154

City, State, Zip

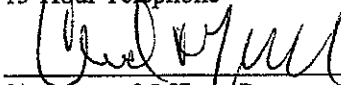
Contact Name (Print)

773.251.1433

708.410.0200

Business Phone

13-Hour Telephone



708.410.1558

Fax

Signature of Officer, Partner or Sole Proprietor

Chad C. Legel - 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: Industrial/Organizational Solutions, Inc.

ADDRESS: 1127 S. Mannheim Road - Suite 203

CITY: Westchester

STATE: IL

ZIP: 60154

PHONE: 708.410.0200 FAX: 708.410.1558

TAX ID #(TIN): 36-3783421

(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 | <input checked="" type="checkbox"/> Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE:

DATE: 11.22.10

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

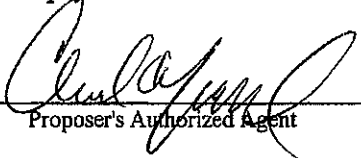
With regard to Proposal to Conduct Fire Industrial/Organizational
Lieutenant Promotional Process proposer Solutions, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

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: 
Proposer's Authorized Agent

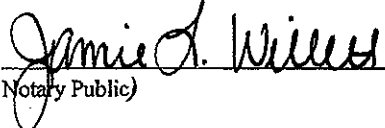
3 6 - 3 7 8 3 4 2 1

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 22 day of November, 2010.


Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of Industrial/Organizational Solutions, Inc., and the full names of its Officers are as follows:

President: Chad C. Legel

Secretary: Kimberly Rafilson

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:

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 Hartford Group

Agent Phil Kuhn

Street Address 3340 Dundee Road - Suite 2C3

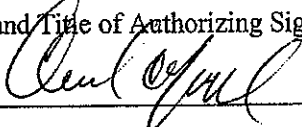
City, State, Zip Code Northbrook, IL 60065

Telephone Number 312.602.5223

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

Print Name of Company: Industrial/Organizational Solutions, Inc.

Print Name and Title of Authorizing Signature: Chad C. Legel - President

Signature: 

Date: 11.22.10

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

Company Name: Industrial/Organizational Solutions, Inc.

Address: 1127 S. Mannheim Road - Suite 203

City: Westchester Zip Code: 60154

Telephone: (708) 410.0200 Fax Number: (708) 410.1558

E-mail Address: chad@iosolutions.org

Authorized Company Signature: 

Print Signature Name: Chad C. Legel Title of Official: President

Date: 11.22.10

Village of Downers Grove

Campaign Disclosure Certificate

Any contractor, proposer, Proposer 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.

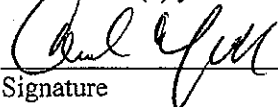
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/Proposer/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:

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


Signature

Chad C. Legel
Print Name

Proposer/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