

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 19, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Purchase of Replacement Vehicles and Equipment	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to authorize the purchase of 12 vehicles and pieces of equipment in the total amount of \$789,762.90.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services* and *Continual Innovation*.

FISCAL IMPACT

The adopted FY11 budget includes \$906,812 in the Equipment Replacement Fund for the purchase of replacement vehicles and equipment. This recommended purchase is \$789,762.90. Previously, \$75,205 was approved by the Village Council for the purchase of three Ford Crown Victoria Police Interceptor sedans. The total expenditures will be under budget by \$41,844.10. Additionally, the three natural gas powered vehicles are eligible for a \$4,000 rebate per vehicle, for a total of \$12,000 through the Illinois Environmental Protection Agency's Alternative Fuel Rebate Program.

UPDATE & RECOMMENDATION

This item was discussed at the April 12, 2011 Village Council meeting. Staff recommends approval on the April 19, 2011 Active Agenda.

BACKGROUND

The 2011 vehicle replacement schedule provides for the replacement of 15 vehicles and pieces of equipment. Three Crown Victoria police interceptors were approved earlier this year. The table below shows the 12 vehicles that staff is currently recommending for purchase.

Quantity	Type of Vehicle	Make and Model	Dealer	Price
1	Natural Gas Powered Snow Plow Truck	2012 Freightliner M2	TransChicago Truck Group of Elmhurst	\$212,792.00
6	Biodiesel Snow Plow Truck	2011 Ford F450	Badger Truck Center of Milwaukee	\$405,123.35
2	Natural Gas Powered Cargo Van	2011 Chevrolet	Advantage Chevrolet of Hodgkins, IL	\$63,725.00
2	E85 Four wheel drive utility vehicles	2011 Chevrolet Tahoe	Miles Chevrolet of Decatur, IL	\$61,956.15
1	Biodiesel Brush Chipper	2011 Morbark M15R	Alexander Equipment Company of Lisle, IL	\$46,166.40

The Village's Fleet Team, consisting of representatives from the Village Manager's Office and Finance, Public Works, Police and Fire Departments have evaluated the need to replace the vehicles and pieces of equipment scheduled for this year. All Village vehicles and equipment are targeted for replacement according to useful lifecycle replacement criteria. These criteria include age, usage, condition, repair costs, fuel efficiency and environmental impact. The Fleet Team reviewed the vehicles scheduled to be replaced and determined that the criteria for replacement were met. Staff prepared additional information related to several of the proposed purchases, which is included as an attachment.

ATTACHMENTS

Additional Information on current vehicles and bids
Contract Documents – TransChicago Truck Group
Contract Documents – Badger Truck Center
Contract Documents – Advantage Chevrolet
Federal GSA Pricing – Alexander Equipment Company

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 19, 2011
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
☐ Resolution
☒ Motion
☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to approve the purchase of 12 vehicles and pieces of equipment in the total amount of \$789,762.90:

one (1) 2012 Freightliner M2 112 natural gas powered snow plow in the amount of \$212,792; six (6) 2011 Ford F450 biodiesel snow plow trucks in the amount of \$405,123.35; two (2) 2011 Chevrolet natural gas powered cargo vans in the amount of \$63,725; two (2) 2011 Chevrolet Tahoe E85 four wheel drive utility vehicles in the amount of \$61,956.15; and one (1) 2011 Morbark M15R biodiesel brush chipper in the amount of \$46,166.40.

SUMMARY OF ITEM:

Adoption of this motion shall authorize the purchase of certain vehicles and equipment.

RECORD OF ACTION TAKEN:

Vehicle Replacement Criteria and Additional Bid Information

Vehicle Replacement Criteria

All Village vehicles and equipment are targeted for replacement according to a useful lifecycle replacement criteria guideline. The life expectancy of patrol cars is four years of service, the fire utility vehicle six years, and the brush chipper 11 years, for example, though additional criteria are considered when making the final replacement recommendation. These criteria include age, usage, condition, repair costs, fuel efficiency and environmental impact. The Fleet Team reviewed the vehicles scheduled to be replaced and determined that the criteria for replacement were met. The following table provides additional information regarding the vehicles scheduled to be replaced:

Veh. #	Year	Make	Model	Mileage (Dec. 2010)	2010 Repair Costs*	Life-to-Date Repair Costs	Repair Cost % in 2010
656	2001	Ford	F150	<i>Vehicle Totaled in Accident</i>			
217	2006	Ford	E350	177,631	\$6,147.54	\$58,913.61	10.4%
270	1994	Ford	LN8000	77,168	\$3,156.92	\$171,470.71	1.8%
275	1997	Ford	F350	83,037	\$2,066.55	\$79,765.89	2.6%
276	1997	Ford	F350	59,869	\$3,356.40	\$69,902.97	4.8%
277	1997	Ford	F350	84,513	\$5,909.85	\$93,278.56	6.3%
278	1997	Ford	F350	75,466	\$6,326.77	\$68,271.59	9.3%
279	1997	Ford	F350	64,614	\$3,251.86	\$56,707.19	5.7%
286	1997	Ford	F350	59,708	\$3,894.58	\$53,966.61	7.2%
293	1999	Vermeer	BC1230A	2,548 (hours)	\$2,868.07	\$20,563.71	13.9%
835	2007	Ford	Crown Victoria	64,558	\$4,751.54	\$19,141.24	24.8%
924	2005	Ford	Explorer	88,535	\$554.18	\$15,368.27	3.6%

* costs do not include routine maintenance

The purchase of the Chevrolet Tahoe utility vehicles would be made through the State of Illinois Joint Purchase Contract (State Contract PSD 4016025) and the brush chipper would be purchased through a Federal General Services Administration (GSA) Joint Purchase Contract (Federal Contract GS-30F-0018N), which is permissible based on the provisions of the Village Purchasing Policy. The Village solicited competitive sealed bids for the snow plow trucks and cargo vans in accordance with the Village's Purchasing Policy with the bid results and analysis summarized below.

Natural Gas Powered 5-Ton Snow Plow Truck	
Vendor	Bid Price
TransChicago Truck Group, Elmhurst, IL	\$212,792
TransChicago Truck Group, Elmhurst, IL (Alt. Bid)	\$204,810
R.G. Smith Equipment Co., Des Plaines, IL	\$202,850

The lowest responsive and responsible bid meeting specifications was submitted by TransChicago Truck Group in the amount of \$212,792. Following staff's review, the bid submitted by R.G. Smith Equipment was established to be non-responsive because it was verified that this vendor is not authorized to sell, service or provide technical support for

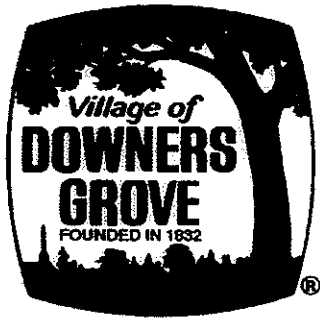
equipment they identified in their bid. In other words, staff's review found that R.G. Smith indicated they could provide truck equipment that they are not in fact authorized to sell. The alternate bid submitted by TransChicago failed to meet 88% of the Village's specifications. This alternate bid included a competing hydraulic and spreader control system that has presented operation and maintenance problems on other Village plow trucks and is not recommended. The recommended bid from TransChicago Truck Group is a complete bid that includes all of the specified items from a vendor that has a positive track record both with the Village and other municipalities providing this type of equipment. This vehicle would be replacing unit 270, which is a front-line snow plow truck used to provide snow and ice removal services.

Six (6) Biodiesel 1-Ton Snow Plow Trucks	
Vendor	Bid Price
R.G. Smith Equipment Co., Des Plaines, IL	\$490,905
Sutton Ford, Matteson, IL	\$470,322
Freeway Ford Truck Sales, Inc., Lyons, IL	\$466,659
Lindco Equipment Sales, Merrillville, IN	\$448,228
Badger Truck Center, Milwaukee, WI	\$405,123.35

Badger Truck Center submitted the lowest responsive and responsible bid for these vehicles. Although the Village has not purchased vehicles from this vendor previously, they provided positive references from the Lake County Division of Transportation, the State of Illinois Department of Transportation and the City of Milwaukee, among others. These trucks would be replacing 275-286 and are assigned to the Street Division and Forestry Division within the Public Works Department and are used daily for basic transportation by field maintenance crews as well as for hauling dirt, stone and salt, and snow removal operations during the winter season.

Two (2) Natural Gas Powered Cargo Vans	
Vendor	Bid Price
Apple Chevrolet, Tinley Park, IL	\$87,429.20
Bill Jacobs Chevrolet, LLC, Joliet, IL	\$67,750
Northwest Ford, Franklin Park, IL	\$66,452
Bill Stasek Chevrolet, Wheeling, IL	\$63,995.76
Biggers Chevrolet, Elgin, IL	\$63,920.50
Advantage Chevrolet, Hodgkins, IL	\$63,725

Advantage Chevrolet submitted the lowest responsive and responsible bid for the natural gas powered cargo vans. One of the cargo vans would replace unit 217, currently assigned to the Village's Public Services Response Team (PSRT). PSRT provides limited Public Works services from 4:30 a.m. through midnight on weekdays as well as 7:00 a.m. to 3:30 p.m. on weekends. They are also responsible for domestic animal control and streetlight maintenance. The other vehicle would replace unit 656 and be assigned to the Engineering Division in the Public Works Department for use in utility locating and field inspection activities.



CALL FOR BIDS

- I. Name of Company Bidding: ADVANTAGE CHEVROLET
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-21-2011/TT
 - B. For: CNG CARGO VANS
 - C. Bid Opening Date/Time: March 25, 2011, 2:00 p.m.
Village Hall 801 Burlington Downers Grove, IL. 60515
- III. Required of All Bidders:
- A. Bid Deposit: N/A
 - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
 - B. Certificate of Insurance: Required

Legal Advertisement Published March 18, 2011

Date Issued: March 18, 2011

This document comprises 35 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

CALL FOR BIDS

Bid No CFB-0-21-2011/tt

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

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

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

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

I. CALL FOR BIDS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to **March 25, 2011, 2:00 p.m..**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting bid. Telephone, email and fax bids will not be accepted.
- 1.5 By submitting this bid, the bidder certifies under penalty of perjury that he has not acted in collusion with any other bidder or potential bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all bidders. Each bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the bid, 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 bid including any bidder's travel or personal expenses shall be the sole responsibility of the bidder and will not be reimbursed by the Village.

2.5 The bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

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

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

4. SUBMISSION OF BID

4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

5.1 A bid 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 bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a bid will not be accepted.

5.2 A bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the bid opening, unless otherwise specified.

5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

6. REJECTION OF BIDS

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

7.1 No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

9. BASIS OF AWARD

9.1 The Village reserves the right to accept or reject any and all bids or to waive technicalities, or to accept or reject any item of any proposal unless the bidder includes a restrictive limitation.

9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

10.1 The contract will be awarded to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) calendar days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

12.1 By submitting a bid, the bidder understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the bidder's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's

Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the bidder.**

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

- 15.1 The Village of Downers Grove reserves the right to waive irregularities and informalities, sections to this contract and to accept any bid and to reject any and all bids 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 bid, however, will not be waived.

16. CATALOGS

- 16.1 Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid.

Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items. Detail specification sheets shall be provided by bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

- 19.1 The bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. INSPECTION

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Awarded Contractor at no cost to the Village.

21. DELIVERIES

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

22. SPECIAL HANDLING

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

23. COMPLIANCE WITH OSHA STANDARDS

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

24. CERCLA INDEMNIFICATION

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

25. BUY AMERICA

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

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

26. CAMPAIGN DISCLOSURE

- 26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 26.2 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.
- 26.3 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.
- 26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

27. BACKING PRECAUTIONS

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Awarded Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

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

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 30.1 To the fullest extent permitted by law, the bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, 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 bidder, its employees, or its subcontractors, and the bidder, its employees, or its subcontractors, and the bidder 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 bidder shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The bidder 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 bidder, its employees, or its Subcontractors.

31. NONDISCRIMINATION

- 31.1 Bidder 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 bid, the bidder certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this bid.
- (c) 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. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

32. SEXUAL HARASSMENT POLICY

- 32.1 The bidder or supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the bidder's internal complaint process including penalties;
- 32.1.5 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

32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

33. EQUAL EMPLOYMENT OPPORTUNITY

33.1 In the event of the bidder'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 bidder 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 bidder agrees as follows:

33.2 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.

33.3 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.

33.4 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.

33.5 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 bidder'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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

33.6 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.

- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 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 bidder 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 bidder 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.
- 34. DRUG FREE WORK PLACE**
- Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 34.1 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 bidder'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.
- 34.2 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 bidder'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.
- 34.3 Providing a copy of the statement required by subparagraph .1 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.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.

34.6 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.

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

35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

36. PREVAILING WAGE ACT

36.1 Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

36.2 Bidder 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 bidder in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, bidder 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.

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

services rendered pursuant to this contract may be predicated upon receipt of said records.

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

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

37. PATRIOT ACT COMPLIANCE

The bidder 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 bidder further represents and warrants to the Village that the bidder 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 bidder 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.

38. INSURANCE REQUIREMENTS

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers

licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.

38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

39. SUBLETTING OF CONTRACT

39.1 No contract awarded by the Village of Downers Grove 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 Bidder from his obligation or change the terms of the contract.

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

40. TERM OF CONTRACT

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

41. TERMINATION OF CONTRACT

- 41.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Bidder, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.
- 41.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Bidder, in the event of default by the Awarded Bidder. Default is defined as failure of the Awarded Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Bidder fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Bidder. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Bidder.

42. BILLING & PAYMENT PROCEDURES

- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove 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 of Downers Grove payment schedule. The Village of Downers Grove 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 bidder within 60 days of receipt of a proper bill or invoice. If payment is not issued to the bidder 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.
- 42.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the bidder 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.

- 42.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.
- 43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**
- 43.1 The relationship between the Village and the bidder 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.
- 44. STANDARD OF CARE**
- 44.1 Any services performed by bidder 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.
- 44.2 If the bidder fails to meet the foregoing standard, bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by bidder's failure to comply with the above standard and reported to bidder within one (1) year from the completion of bidder's services for the Project.
- 44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by bidder during construction or equipment installation or the furnishing of Project representatives shall not make bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s') failure to perform its work in accordance with contract documents.
- 45. SUCCESSORS AND ASSIGNS**
- 45.1 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 bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.
- 46. WAIVER OF CONTRACT BREACH**
- 46.1 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.

47. CHANGE ORDERS

47.1 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, all parties must agree to any change, addition or price increase in writing.

47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

48. SEVERABILITY OF INVALID PROVISIONS

48.1 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.

49. GOVERNING LAW

49.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

50. NOTICE

50.1 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 Bidder as specified on the Contract Form.

51. AMENDMENT

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

52. 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. DETAILED SPECIFICATIONS

TWO (2) NEW CURRENT MODEL DEDICATED COMPRESSED NATURAL GAS CARGO VANS

VEHICLE REQUIREMENTS: References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

**MEETS SPECS
(YES NO)**

1. ☒ **ACCEPTABLE MAKES AND MODELS:** The following listed makes and models shall be acceptable for the purpose of this bid. Other makes and models not listed shall also be acceptable, provided minimum specifications as described below are met or exceeded.

CHEVROLET EXPRESS CARGO VAN 2500
GMC SAVANA CARGO VAN 2500
FORD CARGO VAN E250

List make and model bid.	
CHEVROLET	G 23405 EXPRESS
(Make)	(Model)

2. ☒ **G.V.W.R.:** 8,600 pounds minimum.
3. ☒ **WHEELBASE:** 135 inches minimum.

Please list wheelbase length.
135 in.

MEETS SPECS
(YES NO)

4. ☒ **ENGINE:** To be 6.0L Vortec V8 engine with factory-installed hardened exhaust valves and intake/exhaust valve seats. 323 hp @ 4600 rpm, 373 lb-ft of torque @ 4400 rpm. Engine shall be a dedicated compressed natural gas system.
- Please state engine manufacturer GM and model # 6.0 L being bid.
5. ☒ **EXHAUST SYSTEM:** Aluminized stainless-steel muffler and tailpipe.
6. ☒ **RADIATOR:** Heavy-duty with antifreeze shall be included in the cooling system for protection to -30 degrees Fahrenheit.
7. ☒ **TRANSMISSION:** Shall be 6-speed automatic, heavy duty, electronically controlled with overdrive, tow/haul mode.
8. ☒ **TRANSMISSION OIL COOLER:** Shall be external.
9. ☒ **STEERING:** Integral power type steering with tilt wheel.
10. ☒ **BRAKES:** 4-wheel hydraulic disc brakes with ABS.
11. ☒ **SUSPENSION, FRONT:** Independent coil springs and stabilizer bar.
12. ☒ **SUSPENSION, REAR:** Hypoid drive axle with multi-leaf springs.
13. ☒ **DIFFERENTIAL, REAR:** Shall be locking, heavy-duty.
14. ☒ **REAR AXLE:** 3.42 ratio.
15. ☒ **TIRES:** All season Goodyear or Michelin blackwall appropriate to match GVWR. Please state size of tires.

Tires
LT245/75R16E

16. ☒ **ALTERNATOR:** 105-amp minimum internally regulated.
17. ☒ **BATTERY:** 600 cold-cranking amps including rundown protection and retained accessory power.

**MEETS SPECS
(YES NO)**

18. ☒ **INSTRUMENTATION:** Shall be analog including speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure.
19. ☒ **HORN:** Dual-note electric.
20. ☒ **WINDSHIELD WIPERS:** Intermittent front wet-arm with pulse washers.
21. ☒ **FRONT SEATS/UPHOLSTERY:** Driver and passenger side cloth medium pewter bucket seats including head restraints and inboard armrests.
22. ☒ **CLIMATE CONTROL:** Single zone manual air conditioning.
23. ☒ **RADIO:** AM/FM stereo with dual front speakers & clock.
24. ☒ **FUEL TANK** Shall be a (UFM) ⁴ tank system that provides a range up to 200 miles and allows for use of complete cargo area. *ONLY 4 TANK SYSTEM NOW AVAILABLE. 4TH TANK IN CARGO AREA.*
25. ☒ **EMISSIONS CERTIFICATION:** Vehicle shall be certified as a Clean Fuel Fleet (CFF) Low Emission Vehicle (LEV).
26. ☒ **RUST PROOFING:** Please list (in years) the O.E.M. chassis manufacturer warranty against corrosion or rust through: 6 YR.
27. ☒ **LICENSE PLATES:** ^{3 YR} Bidder is to order Illinois municipal ("M") license plates, registration, and Illinois title for the vehicle. A temporary license plate is to be applied per Illinois law prior to delivery.
- Title, registration to be as follows:
- Village of Downers Grove
Attention: Finance Department
801 Burlington Ave.
Downers Grove, IL 60515
28. ☒ **KEYS & MANUALS:** Three sets of keys and one (1) vehicle parts and service manual shall be supplied at the time of delivery.
29. ☒ **BODY COLOR:** Unit to be painted white. Upon award of bid and prior to placing the order, the vendor shall contact the Village of Downers Grove for color selection from standard color chart.
30. ☒ **VISORS:** Padded driver and passenger side with vinyl trim.

MEETS SPECS
(YES NO)

31. ☒ ☐ **REAR DOORS:** Fixed glass rear cargo doors, swing out.
32. ☒ ☐ **MIRRORS, OUTSIDE REARVIEW:** Shall be power adjustable, manual folding, heated, black and including turn signal indicators.
33. ☒ ☐ **MIRROR, INSIDE REARVIEW:** Shall be manual day/night.
34. ☒ ☐ **DOOR, SIDE CARGO:** Shall be swing-out passenger side with fixed glass, 60/40 split.
35. ☒ ☐ **FLOOR CONSOLE:** Deluxe including glove box.
36. ☒ ☐ **DEFOGGER:** Shall be rear-window electric.
37. ☒ ☐ **POWER OUTLET, AUXILIARY:** Two (2) 12-volt covered on engine console cover.
38. ☒ ☐ **STEERING WHEEL:** Steel sleeve, black.
39. ☒ ☐ **AIR BAGS:** Driver and right front-passenger front air bags.
40. ☒ ☐ **DAYTIME RUNNING LAMPS:** Shall be included.
41. ☒ ☐ **FLOOR COVERING:** Black rubberized vinyl full-length floor covering.
42. ☒ ☐ **TRAILERING EQUIPMENT :** Shall be heavy duty that includes trailering hitch platform with a 7 pin sealed connector.

-A-IV. BID/CONTRACT FORM

*****THIS BID 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

BIDDER:

ADVANTAGE CITEUROLET

Company Name

Date: 3-23-11

9510 W. IOLIST RD

Street Address of Company

RZUREICK @ ADVANTAGE CITEV.COM
Email Address

HOOCHING IL 60525

City, State, Zip

RICK ZUREICK
Contact Name (Print)

708/352-2400

Business Phone

847-561-5281
24-Hour Telephone

708/352-1472

Fax

[Signature]
Signature of Officer, Partner or
Sole Proprietor

ATTEST: If a Corporation

Rebecca Moore

Signature of Corporation Secretary

DESMOND ROBERTS PRESIDENT
Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the undersigned offers and agrees, if this Bid 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.

-B- IV. BID/CONTRACT FORM (Continued)

I (We) propose to complete the following project as more fully described in the specifications for the following:

TWO (2) NEW CURRENT MODEL CARGO VANS		
Units Bid:	<u>2011</u>	<u>CHEVROLET</u>
	Year	Make
		<u>EXPRESS</u>
		Model
UNIT PRICE PER VEHICLE:		\$ <u>31,862.50</u>
TOTAL NET BID (UNIT PRICE x 2):		\$ <u>63,725.00</u>

Where did you obtain your copy of this bid document?

- ☐ Mailed from Village, currently on Village's Bidders List
- ☒ PDF from the Village's internet web site
- ☐ Other _____

NO BID – Keep our company on you Bidders List	:Signature
	:Date
NO BID – Remove our company from your Bidders List	:Signature
	:Date

DETAIL EXCEPTIONS SHEET

EXCEPTIONS: Any exceptions must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH THE *BID SHEET*.

Bidder's exceptions are:

Item # 24

3 TANK SYSTEM NOT AVAILABLE 4 TANK ONLY - ONE TANK IN CARLSO AREA

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

MUNICIPAL REFERENCE LIST

Municipality: CITY OF CHICAGO
Address: 1685 N. TARDOP ST CHICAGO, IL 60602
Telephone # 312/744-4302
Contact Name MATT STEWART

Municipality VILLAGE OF HODGKINS IL
Address: 6015 LENZI HODGKINS, IL 60528
Telephone # 708/352-4623
Contact Name PAUL KRINGLIE

Municipality: CITY OF GENEVA
Address: 22 S. FIRST ST GENEVA, IL 60134
Telephone # 630/232-0654
Contact Name _____

Municipality: COOK COUNTY - PUBLIC DEFENDERS OFFICE
Address: 69 W. WASHINGTON ST. CHICAGO IL 60602
Telephone # 312/603-0600
Contact Name GINA GRISSBY

Municipality: VILLAGE OF BERKELEY
Address: 5819 ELECTRIC AVE, BERKELEY IL 60167
Telephone # 708/449-9840
Contact Name _____

Municipality: METROPOLITAN LIBRARY SYSTEMS
Address: 125 TOWER DR, BURR RIDGE IL 60527
Telephone # 630/734-5000
Contact Name RANDY PATKA

Municipality _____
Address: _____
Telephone # _____
Contact Name _____

Municipality _____
Address: _____
Telephone # _____
Contact Name _____

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: AMERICAN CHEVROLET INC DBA ADVANTAGE CHEVROLET

ADDRESS: 9510 W. JOLIET RD

CITY: HODGKINS

STATE: IL

ZIP: 60525

PHONE: 708/352-2400 FAX: 708/352-1472

TAX ID #(TIN): 36-4313292

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: SAME

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature]

DATE: 3/23/11

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to CNG CARGO VANS, bidder
ADVANTAGE CITY ROLET hereby certifies
(Name of Project) (Name of Bidder)

the following:

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder 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. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder 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. Bidder 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 Bidder 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. Bidder certifies that bidder 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 bidder, 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. Bidder 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. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

BIDDER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: [Signature]
Bidder's Authorized Agent

36-4313292

FEDERAL TAXPAYER IDENTIFICATION NUMBER

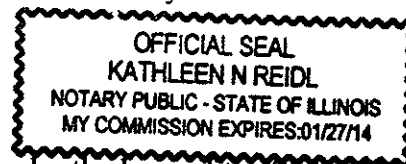
or _____
Social Security Number

Subscribed and sworn to before me

this 23 day of March

2011.
Kathleen N Reidl
Notary Public

(Fill Out Applicable Paragraph Below)



(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of DELAWARE which operates under the Legal name of AMERICAN CHEVROLET INC DBA ADVANTAGE CHEVROLET and the full names of its Officers are as follows:

President: DESMOND ROBERTS

Secretary: REBECCA MOORE

Treasurer: N/A

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:

N/A

BIDDER'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? YES

INSURER'S NAME SENTRY INSURANCE

AGENT DAVE SCHMITT

Street Address 1800 NORTH POINT DR.

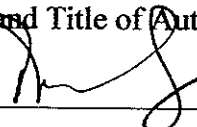
City, State, Zip Code STEVENS POINT, WI 54481

Telephone Number () 800/373-6879

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

Print Name of Company: AMERICAN CITEURAC INC DBA ADVANTAGE CITEUROET

Print Name and Title of Authorizing Signature: DESMOND ROBERTS, PRESIDENT

Signature: 

Date: 3-23-11

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

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

Signature 1. [Signature] _____

Company Name ADVANTAGE CITIZENS _____

Title PRESIDENT _____

Date 3/23/11 _____

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

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

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: ADVANTAGE CHEVROLET

Address: 9510 W. JOLIET RD

City: HODGKINS IL Zip Code: 60525

Telephone: (708) 352-2400 Fax Number: (708) 352-1472

E-mail Address: R ZUREICK @ ADVANTAGE CHEV.COM

Authorized Company Signature: [Signature]

Print Signature Name: DESMOND ROBERTS Title of Official: PRESIDENT

Date: 3-23-11

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who

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

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

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

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

Under penalty of perjury, I declare:

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

Signature

DESMOND ROBERTS
Print Name

☐ 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



CALL FOR BIDS

- I Name of Company Bidding: BADGER TRUCK CENTER
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-8-2011/TT
 - B. For: SIX (6) CLASS 4 DUMP TRUCKS
 - C. Bid Opening Date/Time: **February 28, 2011, 2:00 p.m.**
Village Hall 801 Burlington Downers Grove, IL. 60515
 - D. Pre-Bid Conference Date/Time: **MANDATORY February 17, 2010**
Village Hall 801 Burlington Downers Grove, IL. 60515
- III. Required of All Bidders:
- A. Bid Deposit: N/A
 - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
 - B. Certificate of Insurance: **Required**

Legal Advertisement Published: February 4, 2011

Date Issued: February 4, 2011

This document comprises 43 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

CALL FOR BIDS

Bid No.: CFB-0-8-2011/TT

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

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

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

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

I. CALL FOR BIDS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to **February 28, 2010, 2:00 p.m..**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting bid. Telephone, email and fax bids will not be accepted.
- 1.5 By submitting this bid, the bidder certifies under penalty of perjury that he has not acted in collusion with any other bidder or potential bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all bidders. Each bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the bid, 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 bid including any bidder's travel or personal expenses shall be the sole responsibility of the bidder and will not be reimbursed by the Village.
- 2.5 The bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by bidders is strongly advised as this will be the last opportunity to ask questions concerning the bid.
- 3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. SUBMISSION OF BID

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.
- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

- 5.1 A bid 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 bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a bid will not be accepted.

- 5.2 A bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

6. REJECTION OF BIDS

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

- 7.1 No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

9. BASIS OF AWARD

9.1 The Village reserves the right to accept or reject any and all bids or to waive technicalities, or to accept or reject any item of any proposal unless the bidder includes a restrictive limitation.

9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

10.1 The contract will be awarded to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) calendar days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

12.1 By submitting a bid, the bidder understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the bidder's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's

Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the bidder.**

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

- 15.1 The Village of Downers Grove reserves the right to waive irregularities and informalities, sections to this contract and to accept any bid and to reject any and all bids 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 bid, however, will not be waived.

16. CATALOGS

- 16.1 Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid.

Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items. Detail specification sheets shall be provided by bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

- 19.1 The bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.
- 20. INSPECTION**
- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Awarded Contractor at no cost to the Village.
- 21. DELIVERIES**
- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.
- 22. SPECIAL HANDLING**
- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Bidder shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.
- 23. COMPLIANCE WITH OSHA STANDARDS**
- 23.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 24. CERCLA INDEMNIFICATION**
- 24.1 The Awarded Bidder shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Bidder, both before and after its disposal.
- 25. BUY AMERICA**
- 25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

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

26. CAMPAIGN DISCLOSURE

- 26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 26.2 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.
- 26.3 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.
- 26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

27. BACKING PRECAUTIONS

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Awarded Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

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

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 30.1 To the fullest extent permitted by law, the bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, 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 bidder, its employees, or its subcontractors, and the bidder, its employees, or its subcontractors, and the bidder 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 bidder shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The bidder 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 bidder, its employees, or its Subcontractors.

31. NONDISCRIMINATION

- 31.1 Bidder 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 bid, the bidder certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this bid.
- (c) 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. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

32. SEXUAL HARASSMENT POLICY

- 32.1 The bidder or supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the bidder's internal complaint process including penalties;
- 32.1.5 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

32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the bidder'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 bidder 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 bidder agrees as follows:
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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 bidder'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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 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.

- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 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 bidder 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 bidder 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.
- 34. DRUG FREE WORK PLACE**
Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 34.1 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 bidder'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.
- 34.2 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 bidder'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.
- 34.3 Providing a copy of the statement required by subparagraph .1 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.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.

- 34.6 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.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
- 36. PREVAILING WAGE ACT**
- 36.1 Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 36.2 Bidder 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 bidder in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, bidder 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.
- 36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any

services rendered pursuant to this contract may be predicated upon receipt of said records.

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

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

37. PATRIOT ACT COMPLIANCE

The bidder 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 bidder further represents and warrants to the Village that the bidder 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 bidder 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.

38. INSURANCE REQUIREMENTS

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor of Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers

licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.

- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

39. SUBLETTING OF CONTRACT

- 39.1 No contract awarded by the Village of Downers Grove 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 Bidder from his obligation or change the terms of the contract.

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

40. TERM OF CONTRACT

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

41. TERMINATION OF CONTRACT

- 41.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Bidder, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.
- 41.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Bidder, in the event of default by the Awarded Bidder. Default is defined as failure of the Awarded Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Bidder fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Bidder. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Bidder.

42. BILLING & PAYMENT PROCEDURES

- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove 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 of Downers Grove payment schedule. The Village of Downers Grove 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 bidder within 60 days of receipt of a proper bill or invoice. If payment is not issued to the bidder 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.
- 42.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the bidder 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.

- 42.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.
- 43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**
- 43.1 The relationship between the Village and the bidder 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.
- 44. STANDARD OF CARE**
- 44.1 Any services performed by bidder 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.
- 44.2 If the bidder fails to meet the foregoing standard, bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by bidder's failure to comply with the above standard and reported to bidder within one (1) year from the completion of bidder's services for the Project.
- 44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by bidder during construction or equipment installation or the furnishing of Project representatives shall not make bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.
- 45. SUCCESSORS AND ASSIGNS**
- 45.1 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 bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.
- 46. WAIVER OF CONTRACT BREACH**
- 46.1 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.

47. CHANGE ORDERS

47.1 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, all parties must agree to any change, addition or price increase in writing.

47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

48. SEVERABILITY OF INVALID PROVISIONS

48.1 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.

49. GOVERNING LAW

49.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

50. NOTICE

50.1 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 Bidder as specified on the Contract Form.

51. AMENDMENT

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

52. 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. DETAILED SPECIFICATIONS

SIX (6) CLASS 4 DUMP TRUCKS

VEHICLE REQUIREMENTS: References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

The specification that follows is divided into sections detailing the various subsystems of the vehicle. This breakdown is intended to clarify the requirements of each subsystem. In all cases, it is the responsibility of the Contractor to ensure that the stated requirements of each subsystem are met. **Equipment installer must be a factory-authorized distributor for all equipment furnished.**

LITERATURE/DATA: The Contractor must submit three (3) copies of each of the following informational items with the bid: (1) Detailed 3-view drawings of the proposed bodies and hydraulic systems; (2) Detailed descriptions (or manufacturer's literature) of all proposed equipment including bodies, plows, air compressors, hydraulic pumps, valves, etc.; (3) All available parts, operation, and service manuals shall have a single printed copy supplied with each delivered vehicle. Where manuals are available on CD ROM, a single copy of the CD ROM must be provided.

MEETINGS AND INSPECTIONS: A pre-build meeting must be held prior to the construction of the first unit built on each order placed under this contract. This meeting must be held at the equipment installer's facility. Four (4) representatives from the Department of Public Works will attend this meeting. The expense of appropriate travel, lodging and meals for this meeting must be borne by the Contractor.

A pre-delivery inspection visit must be made prior to the shipment of the units built on the order placed under this contract. Four (4) representatives from the Department of Public Works will attend this inspection. The expense of appropriate travel, lodging and meals for this inspection must be borne by the successful bidder.

For purpose of travel expenses, travel to and from the meetings by Downers Grove personnel must be by automobile up to a maximum of 60 road miles from the Public Works facility at 5101 Walnut Ave., Downers Grove, IL.

Final acceptance of each unit will be at the Village's Fleet Services Facility, 700 Curtiss St., Downers Grove, IL 60515. Acceptance of delivery is subject to Department of Public Works testing.

DELIVERY AND LIQUIDATED DAMAGES: Final delivery and acceptance shall be within 180 calendar days from the date that a valid purchase order is issued by the Village. The Village and the Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in

the following schedule. The liquidated damage amount specified will accrue and be assessed until final delivery and acceptance. The Village shall deduct these liquidated damages from any monies due or to become due to the Contractor for breach of this contract.

- 1) \$100 per day for failure to complete the work in the time frames required by this contract.

MEETS SPECS
(YES NO)

1. ✓ **ACCEPTABLE MAKES AND MODELS:** The following listed makes and models shall be acceptable for the purpose of this bid. Other makes and models not listed shall also be acceptable, provided minimum specifications as described below are met or exceeded.

FORD F-450 4x4 REGULAR CAB
DODGE RAM 4500 4x4 REGULAR CAB

List make and model bid.	
FORD	F450 XL
(Make)	(Model)

2. ✓ **WHEELBASE:** Manufacturer's standard to supply 60 inches cab to axle.

Please list wheelbase length.
141"

3. ✓ **ENGINE:** To be eight cylinder electronically-controlled turbo diesel, B20 capable rated at 300 H.P. @ 2800 RPM and 660 lb./ft. of torque @ 1600 RPM minimum.

Please state engine manufacturer FORD and
model # POWER STROKE being bid.
6.7L V8 OHV

Additional engine equipment shall include an engine block heater.

4. ✓ **EXTERIOR COLOR:** Unit to be green. Upon award of bid and prior to placing the order, the vendor shall contact the Village of Downers Grove for color selection from standard color chart.

5. ✓ **BATTERY:** Two 12-volt 750 CCA maintenance free.

6. ☒ ALTERNATOR, EXTRA HEAVY DUTY: 200-amp minimum internally regulated.
7. ☒ FUEL TANK: 40-gallon aft axle fuel tank minimum.
8. ☒ BUMPER, FRONT: Painted steel with front tow hooks.
9. ☒ HEADLAMPS: Halogen sealed beam including daytime running lamps.
10. ☒ CLIMATE CONTROL: Heating, defrosting and air conditioning system to be the highest output available.
11. ☒ AUDIO: AM/FM radio with clock and two speakers.
12. ☒ UPFITTER SWITCHES: Shall include four (4) factory installed upfitter switches
13. ☒ FLOOR COVERING, FRONT: Shall be black vinyl.
14. ☒ AXLE, REAR: To be limited slip 4.88 ratio.
15. ☒ SEATS/UPHOLSTERY: Heavy duty gray vinyl 40/20/40 split bench seat.
16. ☒ STEERING WHEEL: Vinyl covered tilt wheel.
17. ☒ WINDSHIELD WIPERS: Intermittent windshield wipers with electric washer.
18. ☒ SNOW PLOW PREP PACKAGE: Shall include pre-selected springs in addition to extra heavy duty alternator specified in Item 6.
19. ☒ TRANSMISSION: 6-speed automatic transmission with line drive power takeoff (PTO) provision. Shall include electronic shift-on-the-fly 4-wheel drive system.
20. ☒ WHEELS: 19.5 inch x 6 inch painted steel wheels.
21. ☒ TIRES: Appropriate to match GVWR. Please state size of tires.

Tires
225/70R x 19.5G

22. ☒ MIRRORS, OUTSIDE REARVIEW: Manual trailer tow mirrors

23. ☒ **BRAKES:** Power 4-wheel with anti-lock brake system (ABS) and factory installed integrated trailer brake controller.
24. ☒ **STATE SAFETY INSPECTED:** Vehicle shall be state inspected and have a valid safety lane sticker prior to delivery.
25. ☒ **LICENSE PLATES:** Bidder is to order Illinois municipal ("M") license plates, registration, and Illinois title for the vehicle. A temporary license plate is to be applied per Illinois law prior to delivery.

Title, registration to be as follows:

Village of Downers Grove
Attention: Finance Department
801 Burlington Ave.
Downers Grove, IL 60515

26. ☒ **KEYS & MANUALS:** Three (3) sets of keys per chassis cab and one (1) vehicle parts and service manual shall be supplied at the time of delivery.
27. ☒ **SNOW PLOW:** Shall be contractor grade steel trip edge snow plow powered by the truck's central hydraulic system.
28. ☒ Moldboard length shall be 9'.
29. ☒ Moldboard height shall be 29" minimum.
30. ☒ Moldboard shall be constructed of 11 gauge steel.
31. ☒ Moldboard shall include eight (8) vertical and two (2) diagonal reinforcing ribs.
32. ☒ Shall include four (4) trip springs.
33. ☒ Cutting edge shall be steel ½" x 6".
34. ☒ Plow width at 30 degree angle shall be between 83" to 94".
35. ☒ Angling rams shall be 1½" x 10".
36. ☒ Weight shall not exceed 850 pounds.
37. ☒ Shall include SmartLight 2 or approved equal or better sealed plow lights.
38. ☒ Plow mount to be SmartHitch 2 or approved equal or better attachment system.

39. ☒ _____ Plow to include rubber snow deflector and blade guides.

40. ☒ _____ **304 STAINLESS STEEL DUMP BODY, 3-4 YARD:** The following listed makes and models shall be acceptable for the purpose of this bid.

HENDERSON MARK III
MONROE MTE-ZEE
CRYSTEEL E-SERIES

List make and model bid.	
SWENSON	DUMP
(Make)	(Model)

Overall length shall be 9 feet for use with a 60" CA chassis cab. Side height shall be 16" minimum, tailgate height to be 22" minimum. Capacity to be 3-4 yd³.

41. ☒ _____ Curbside shall be equipped with a fold-down side. Street side shall be equipped with a fixed side with black polyethylene side boards installed into side board pockets.

42. ☒ _____ Head-sheet shall have an integral cab shield and shall include a window for rear view when backing up.

43. ☒ _____ Full-depth rear corner posts shall be tied to a structural channel rear apron.

44. ☒ _____ One piece, crossmemberless, 304 stainless steel floor with #10.0 I-beam long sills.

45. ☒ _____ Tailgate shall be double wall construction with full perimeter boxing, and all horizontal edges sloped outward.

46. ☒ _____ Manual over-center tailgate release mechanism with a single vinyl covered quick release handle attached to a bar running from the center release handle to two release pins with grease zerks.

47. ☒ _____ Dump body hoist shall be driven off of the central hydraulic system.

48. ☒ _____ Body hoist shall be an NTEA class 20 rated.

49. ☒ _____ Body shall include four red rear, two side-mounted red rear reflectors, and two side mounted amber front reflectors.

50. ☒ Black Koneta 203000 polyethylene quarter fenders shall be frame mounted in front of the rear drive wheels with anti-sail rubber mud flaps personalized with the Village of Downers Grove's logo only mounted behind rear wheels.
51. ☒ A 6" x 1/2" pintle plate will extend the width of the vehicle frame rails at the rear of the vehicle and will have a 2" receiver tube integrated into the plate. A 2" pintle/ball combo hitch will be mounted to an adaptor plate, which mounts to the 2" receiver tube. A 7-pole trailer plug will be included. Shall include ICC bumper with entire assembly powder coated black.
52. ☒ Shall include a 36" x 18" x 18" frame-mounted underbody single door, drop open toolbox with folding tee handle stainless steel lock. Box shall be constructed of 1/8" marine grade aluminum mill finish and be produced by Highway Products, Inc. of White City, OR. Shall be mounted in a cradle type mounting system that does not allow side-shifting.
53. ☒ **304 STAINLESS STEEL TAILGATE SALT SPREADER:** The following listed makes and models shall be acceptable for the purpose of this bid.

HENDERSON TGS
 MONROE MS-966
 SWENSON SAD-6

List make and model bid.	
SWENSON	SAD-6
(Make)	(Model)

Shall be direct drive reverse flight constructed of 304 stainless steel and left hand discharge.

54. ☒ 7 gauge 304 stainless steel trough and rear panel.
55. ☒ 1/4" 304 stainless steel end plates with all interior seams continuously welded.
56. ☒ All attachment hardware (bolts, nuts) shall be 304 Stainless Steel.
57. ☒ Spreader shall not interfere with normal operation of dump body.
58. ☒ Quick couplers for spinner and auger shall be mounted to flat plates extending from chassis frame rails, one each side of body, side facing.
59. ☒ Polyurethane spinner disk with spinner assembly to be self-leveling and kept parallel to road surface at all dump angles without requiring a stabilizer bar attached to the truck frame.

60. ☒ 304 Stainless steel stationary shield mounted in front of spinner to protect the truck under carriage from thrown material.
61. ☒ The spinner mounting bracket, pivoting rod and mounting hardware shall be 304 Stainless Steel.
62. ☒ The mounting brackets for the dump body and spreader trough shall be constructed of 304 Stainless Steel.
63. ☒ Spreader has 304 Stainless Steel quick disconnect mounting pins, which are removable without tools.
64. ☒ End spill shields shall be included, and shall be bolted into the body to eliminate material loss.
65. ☒ All metal surfaces are to be high pressure cleaned with a phosphate solution to remove slag, splatter, oxide, and oil residue.
66. ☒ Non-stainless steel parts to be painted aluminum.
67. ☒ **PTO DRIVEN CENTRAL HYDRAULIC SYSTEM FOR DUMP BODY, PLOW AND TAILGATE SALT SPREADER:** Hydraulic pump shall be a hot shift power takeoff (PTO) "line drive" system. The truck supplier and the body and equipment supplier will work to assure the hydraulic system needs for their equipment are met.
68. ☒ The reservoir must be equipped with the following: magnetic drain plug, full flow brass ball valve, tank mount return line filter with a built in breather, and sight level with temperature gauge externally mounted facing front of truck no matter which side enclosure is mounted on.
69. ☒ Reservoir filling will be through the filter housing with a flow path that will filter all new oil entering the system.
70. ☒ The hydraulic reservoir/valve enclosure shall be constructed of 304 stainless steel and be internally baffled. Mounting bracket is to be designed and supplied by reservoir supplier and designed in a manner as to not transmit torsional loads through the reservoir.
71. ☒ The enclosure shall use a gasket-less passive seal technology (no rubber seals, gaskets, weather stripping, or bolts.) The enclosure lid shall be removable by one person without the use of tools.
72. ☒ The cover will protect the following from road and pressure washer spray without the need for bulkhead fittings: hydraulic valve, all valve fittings, hose

ends, tank mount return line filter and breather, visual and electrical bypass sending units, return line to filter and any electrical connections.

73. _____ Hydraulic system shall include a 15-micron "absolute" high-pressure filter that is plumbed between the hydraulic pump and the main control valve. The main control panel must have an indicator light to indicate when the system has gone into the "filter bypass" mode.
74. _____ The directional control valve must be accessible on all 6 sides without removing valve from enclosure for ease of service. Further, the valve mounting plate must swing out for ease of valve service and hose replacement.
75. _____ A sealed, pre-wired harness for all valve controls must be provided.
76. _____ The hydraulic valve shall be a modular stackable manifold with level port design.
77. _____ Each hydraulic function requires an individual manifold be stacked together to form the manifold base.
78. _____ Each hydraulic valve section must be serviceable without removing any hydraulic hoses or any other hydraulic components.
79. _____ The plow lift valve is to contain an adjustable port relief to limit the plow raise PSI. Both hoist and plow lift sections are to have leakage rates of less than 2 cc/min, which prevents unwanted drift.
80. _____ Plow turn shall contain a cross-port relief to protect the turn cylinder from external loads.
81. _____ Valve stack must contain an electro-proportional control valve, or approved equal specifically designed for spreader operations. This spreader control will be a pressure compensated proportional flow control so that speed of these functions will remain constant no matter what system pressure is.
82. _____ Shall include one single axis control and one dual axis control for plow and dump operation.
83. _____ The hoist switch will have an interlock feature to avoid inadvertent hoist operation to meet OSHA standards.
84. _____ **SPREADER CONTROL:** The auger and spinner shall be independently electrically controlled in open loop via current compensated pulse width modulated outputs.

ends, tank mount return line filter and breather, visual and electrical sending units, return line to filter and any electrical connections.

- 73. ☒ _____ Hydraulic system shall include a 15-micron "absolute" high-pressure filter that is plumbed between the hydraulic pump and the main control valve. The main control panel must have an indicator light to indicate when the system has gone into the "filter bypass" mode.
- 74. ☒ _____ The directional control valve must be accessible on all 6 sides without removing valve from enclosure for ease of service. Further, the valve mounting plate must swing out for ease of valve service and hose replacement.
- 75. ☒ _____ A sealed, pre-wired harness for all valve controls must be provided where applicable.
- 76. ☒ _____ The hydraulic valve shall be a modular stackable manifold with level port design.
- 77. ☒ _____ Each hydraulic function requires an individual manifold be stacked together to form the manifold base.
- 78. ☒ _____ Each hydraulic valve section must be serviceable without removing any hydraulic hoses or any other hydraulic components.
- 79. ☒ _____ The plow lift valve is to contain an adjustable port relief to limit the plow raise PSI. Both hoist and plow lift sections are to have leakage rates of less than 2 cc/min, which prevents unwanted drift.
- 80. ☒ _____ Plow turn shall contain a cross-port relief to protect the turn cylinder from external loads.
- 81. ☒ _____ Valve stack must contain an electro-proportional control valve, or approved equal specifically designed for spreader operations. This spreader control will be a pressure compensated proportional flow control so that speed of these functions will remain constant no matter what system pressure is.
- 82. ☒ _____ Shall include one electric single axis control for dump operation and one electric dual axis control for plow operation.
- 83. ☒ _____ The hoist switch will have an interlock feature to avoid inadvertent hoist operation to meet OSHA standards.
- 84. ☒ _____ **SPREADER CONTROL:** The auger and spinner shall be independently electrically controlled in open loop via current compensated pulse width modulated outputs.

85. ☒ Individual detented dials shall control the auger and spinner, providing proportional control from closed to fully open on the control valve.
86. ☒ The auger speed shall be capable of being operated in open loop, ground speed based mode, or manual, non-ground speed based mode.
87. ☒ In the manual mode there shall be an optional automatic spreader shutdown when the truck comes to a stop.
88. ☒ Front face panel shall have "standby" indicator light activated by pushing the auger dial.
89. ☒ "Blast" mode adjustable for momentary operation or for timed operation for a duration of up to 16 seconds.
90. ☒ "Blast" mode shall be equipped with a flashing indicator light to indicate engagement. "Blast" mode shall be equipped with manual cancellation.
91. ☒ Control console shall include remote standby and blast inputs.
92. ☒ Controller to be mounted at customer designated location to be determined at the pre-build meeting.
93. ☒ Control console must be provided with detailed operator's manual, calibration manual, and wiring schematics.
94. ☒ **VEHICLE LIGHTING:** All lighting functions shall be activated by factory-provided upfitter switches and shall be LED. Any mounting boxes, covers, fasteners, etc. required to properly mount lighting to the dump body shall be 304 stainless steel.
95. ☒ Shall include Whelen LED strip lights (PSR00XRR / PSA00FAR) red stop, tail, turn and amber lights mounted on each rear corner post.
96. ☒ Shall include Whelen LED strip lights (PSR00XRR / PSA00FAR) red stop, tail, turn and amber lights on cab shield rear facing.
97. ☒ Shall include Whelen LED strip lights (PSR00XRR) red stop, tail, turn on face of tailgate salt spreader. Rear spreader stop, tail, turn lights shall plug into trailer plug on pintle plate. Cover plates shall be provided over spreader-mounted strip lights.
98. ☒ Two Whelen 40R00VCR series stop, tail, turn lights, and one Whelen 40C00VCR clear back-up light shall be mounted on the rear pintle plate. The license plate holder and license plate light shall also be mounted on the rear pintle plate.

99. ✓ _____ Shall include Whelen LFL Liberty Mini LED roof-mounted amber light bar.
100. ✓ _____ Spreader lights shall be Truck-Lite LED model 81260, with Truck-Lite model 50310 wiring harness. Spreader lights shall be mounted at the rear of the dump body, one right and one left side of the body.
101. ✓ _____ **BACKUP ALARM, ELECTRONIC SELF ADJUSTING:** Shall be Whelen WBUA112 including all necessary hardware, wiring and power supply.
102. ✓ _____ **CAB ASSIST STEPS – GRIP STRUT:** Full length Grip Strut® hot dipped galvanized running boards shall be installed. Plank width shall be 4 ¾ inches with a channel height of 1 ½ inches.
103. ✓ _____ **TWO-WAY RADIO:** Shall be Kenwood model 8160-H UHF mobile radio including antenna and KES-3 external speaker mounted in customer designated location.
104. ✓ _____ **AVL EQUIPMENT:** Install customer provided GPRS LMU4100 AVL system including antenna, modem, power supply and all other required wiring and vehicle equipment.

ALTERNATE 1 – ANTI-ICING UNIT

On one unit, this item shall eliminate the tailgate salt spreader and shall modify the vehicle's hydraulic system and spreader control accordingly to properly operate the specified anti-icing unit.

This item shall add the necessary hydraulic system and controller components to properly operate a hydraulic driven 425 gallon single lane wet boom skid-mounted anti-icing unit with tie down system. The baffled polyethylene tank shall be mounted on a hot dipped galvanized platform and shall include a stainless steel center lane spray bar with six 4 GPM nozzles. The center lane spray bar shall have a 2" square male hitch adapter.

The cab mounted control shall be a closed loop system placed at customer designated location to be determined at the pre-build meeting. The system shall also include a 50' spring wind spray wand and a bulk fill provision. Unit shall be adjustable and shall be capable of putting out 40-200 GPM.

ALTERNATE 2 – DUMP THROUGH LIFT GATE

On one unit, this item shall eliminate the tailgate salt spreader, spreader lights and related central hydraulic system and spreader control components.

This item shall add a liftgate having a 1,600 pound lift capacity. Eagle model E50-91 with aluminum treadplate platform shall be used. Electrical power source for the liftgate shall be supplied through the vehicle's parking lights. The liftgate is wired via the license plate light

wires on the truck. Turning off the parking lights will prevent unauthorized operation of liftgate. The liftgate will not raise without the parking lights in the "ON" position.

A 150-amp heavy-duty circuit breaker with a manual trip switch is furnished to protect the battery and electrical system on the vehicle. Control lever of liftgate is on the curbside of truck. Control lever is positioned on the inside of the upright so as to be inaccessible to small children. Audible safety alarm sounds whenever the liftgate is being raised. Cylinder shaft to be chrome plated to help prevent rusting. All hydraulics are totally enclosed in the housing of the liftgate for weather protection.

Electric/hydraulic power unit has a built-in relief valve to prevent overloading of the liftgate while raising. An in-line flow control valve on the cylinder helps control the speed of the oil returning to the reservoir from the cylinder, when lowering the liftgate under loaded conditions. Platform of liftgate will "drop-away" for easy dock and forklift loading direct into truck bed.

Liftgate housing shall be 8-gauge steel front and 10-gauge steel rear. Upright housing shall be 10-gauge steel. Reinforced single-wall platform with torsion spring with a 12-gauge smooth steel load skin. Five – 10-gauge vertical reinforcing channels run the full height of the platform. Outer platform edge shall incorporate a 1½" O.D. x 7/32" wall platform protection tube. ⅝" diameter "D" hole pins with snap rings for arm pins. Liftgate cable shall be a 5/16 diameter, 6" x 36" (WS) stranded cable. Pulleys: upright pulleys are 4" diameter and housing pulleys are 4½" diameter. Cylinder has 2¼" bore with 18" stroke with 4½" diameter pulley.

Maintenance free composite bushings at all pivot points to eliminate the need for grease zerks and necessity of lubrication. All the retaining pins for the pulleys, lift arms, cylinder trunnion, and lift cables are to be retained by snap rings for easy accessibility and not rivets. A single lever dump-thru tailgate release mechanism will be located on driver's side of truck. Operator shall be able to unlatch and latch the tailgate while standing clear of truck rear.

Recessed light kit shall be supplied for all orders. Lights must be LED where available from liftgate manufacturer. 2-button hard-wired hand-held control system with plug-in.

OPTION 1 – DETACHABLE CHIPPER CAP FOR DUMP BODY

If selected, this option shall add a detachable chipper cap for a dump body on one unit. The chipper cap shall be constructed of 10 gauge mild steel sheeting with 1.5" square tube framing. A lift eye shall be built into each corner. The chipper cap shall be approximately 26" tall in front and 50" tall at the rear. The cap shall bolt into the dump body board pockets and be removable. A pressed in "V" formed brace shall be incorporated for strength on each side and an upper vent shall be included at the top of each side.

The underside of the chipper cap shall be primed black and coated with Rhino Hardline™. All surfaces are to be high pressure cleaned and phosphated to remove welding slag and splatter. The cap shall be primed with a high quality alkyd primer. The exterior of the cap shall be painted green to match the cab color.

OPTION 2 – ALUMINUM DUMP BODY IN LIEU OF 304 STAINLESS STEEL

Overall length shall be 9 feet. Side height shall be 16" minimum, tailgate height to be 22" minimum with fixed street side and drop down curb side. Capacity to be 3-4 yd³. The following listed makes and models, or approved equal or better, shall be acceptable for the purpose of this bid,

RUGBY ALUMINUM DUMP BODY

Floor, front, sides and tailgate shall be constructed of 3/16" 5052 aluminum. Side design shall incorporate fully boxed dirt shedding top rails and sloped bottom rails. Seamless one-piece front design with window, cab shield and inverted V-bend. Cross members constructed of 3" I-beam 6061 aluminum interlaced on 13.5" centers. Long sills constructed of 8" formed 1/4" 5052 aluminum channel. Full height 11.5" wide rear corner posts. Dirt shedding fully boxed perimeter tailgate with 6" vertical braces.

The purpose of this option is solely to determine the price difference between equipping all six units with aluminum dump bodies in lieu of 304 stainless steel dump bodies. The cost of the hoist, fenders and mud flaps, pintle plate/hitch, underbody tool box, polyethylene side boards and lighting shall not be included in this option as it is expected that these items would remain the same regardless of whether an aluminum or stainless steel dump body is used, and the pricing for these items is included in the base bid for the vehicles. In this option, any mounting boxes, covers, fasteners, etc. required to properly mount lighting to the dump body shall be 3/16" 5052 aluminum.

OPTION 3 – ALUMINUM CROSS FRAME TOOL BOX

If selected, this option shall require a chassis cab with an 84 inch cab to axle measurement to accommodate the cross frame tool box for three units.

The 1/8" marine grade aluminum mill finish cross frame tool box shall be produced by Highway Products, Inc. of White City, OR. This is available through Dave Mortimore, Highway Products, Inc., 7905 Agate Road, White City, OR 97503. Phone 800-866-5269. Box construction shall include welded gussets, reinforced angle bracing, all corners reinforced, spring loaded mounting u-bolt kit, folding tee handle stainless steel locks, Rainmaster™ weather seal system and stainless steel hinges with 1/4" pin continuous hinge Torx™ screw fastened.

The box dimension shall be 82" W (bottom) x 68" H x 24" D. The top shall be 64" W. Two compartment doors each side. The top compartment shall have left and right side single drawer unit with 200# slides. Drawers to have single trigger latch. The bottom compartment shall be an open shelf from the left side of the box to the right side. Upper compartment doors shall have a gas cylinder. Lower compartment doors shall be roll-up type. The top and bottom compartments shall be lighted with an LED rope light activated by a switch in the cab.

OPTION 4 – OPERATOR COMMANDED REGENERATION AT IDLE

If selected, this option shall require the chassis cab to be equipped with a feature to allow operator commanded regeneration at idle for all six units. Generally it is expected that regeneration of the Diesel Particulate Filter (DPF) will occur automatically during normal driving (either passive or active) --- however, it may prove beneficial to manually initiate the DPF re-generation. This option shall allow the driver to actuate DPF Regeneration at idle.

IV. BID/CONTRACT FORM

*****THIS BID 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

BIDDER:

BADGER TRUCK CENTER
Company Name

Date: 2/25/11

2326 W ST. PAUL AVE
Street Address of Company

PACRAWLEY@BADGERTRUCK.COM
Email Address

MILW, WI 53233
City, State, Zip

PATRICIA CRAWLEY
Contact Name (Print)

414-344-9500
Business Phone

414-344-9500 x524
24-Hour Telephone

414-328-3333
Fax

Paul Schlagenhauf
Signature of Officer, Partner or
Sole Proprietor

Paul Schlagenhauf
Print Name & Title

ATTEST: If a Corporation

JJL
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 Bid 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.

IV. BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

SIX (6) CLASS 4 DUMP TRUCKS			
Units Bid: <u>2011</u>	<u>FORD</u>	<u>F450 XL</u>	
Year	Chassis Make	Chassis Model	
Item	Estimated Quantity (Each)	Per Vehicle Unit Cost	Total (Quantity x Unit Cost)
Class 4 Dump Truck as Specified	6	\$ 64,414 ⁰²	\$ 386,484 ¹²
TOTAL BASE BID:		\$ 386,484 ¹²	

BID ALTERNATES			
Item	Estimated Quantity (Each)	Bid Alternate Unit Cost (Net cost for unidentified items)	Total (Quantity x Unit Cost)
Anti-Icing Unit 400 gallon UPGRADE TO 525 GALLON	1	\$ 760 ⁰⁰ 1635 ²³	\$ 760 ⁰⁰ 1635 ²³
Dump Through Lift Gate	1	\$ 354 ²³	\$ 354 ²³

OPTIONS			
Item	Estimated Quantity (Each)	Option Unit Cost	Total (Quantity x Unit Cost)
Detachable Chipper Cap for Dump Body	1	\$ 1850 ⁰⁰	\$ 1850 ⁰⁰
Aluminum Dump Body in Lieu of 304 Stainless Steel	6	\$ -62 ⁵⁰	\$ -375 ⁰⁰
Aluminum Cross Frame Tool Box	3	\$ 5225 ⁰⁰	\$ 15,675 ⁰⁰
Operator Commanded Regeneration at Idle	6	\$ 208 ⁰⁰	\$ 1,248 ⁰⁰

MUNICIPAL REFERENCE LIST

Municipality: STATE OF ILL DOT
 Address: 801 STRATTON BLDG SPRINGFIELD ILL
 Telephone # 217-785-3851
 Contact Name BRETT BARNES

Municipality CITY OF MILW
 Address: 2142 WEST CANAL ST MILW, WI
 Telephone # 414-246-2459
 Contact Name JEFF TEWS

Municipality: NORTH SHORE SANITARY DISTRICT
 Address: PO BOX 750 UM KOESEL DR GURNEE, IL
 Telephone # 847-623-6060
 Contact Name TERRY COOPER

Municipality: LOMBARD PARK DISTRICT
 Address: 995 S RT 33 LOMBARD IL
 Telephone # 630-629-3344
 Contact Name BILL MEES

Municipality: MC HENRY COUNTY CONSERV DIST
 Address: 18410 US ROUTE 14, WOODSTOCK, IL
 Telephone # 815-334-2876
 Contact Name THOMAS MCCARTHY

Municipality: DUNDEE TOWNSHIP PARK DIST
 Address: 21 NORTH WASHINGTON ST CARPENTERSVILLE, IL
 Telephone # 847-551-4310
 Contact Name MARK SIMON

Municipality LAKE COUNTY TRANSP DIVISION
 Address: 600 W WINCHESTER RD LIBERTYVILLE IL
 Telephone # 847-362-3960
 Contact Name SCOTT ZIELINSKI

Municipality CITY OF WEST ALLIS
 Address: 7525 W GREENFIELD, WEST ALLIS, WI
 Telephone # 414-302-8300
 Contact Name GENE BAIETTO

DETAIL EXCEPTIONS SHEET

EXCEPTIONS: Any exceptions must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET(S) MUST BE ENCLOSED WITH THE *BID/CONTRACT FORM*.

Bidder's exceptions are:

Item # 14

LIMITED SLIP 4.88 NOT AVAIL WITH DIESEL; WILL BE 4.10
*CAN BE 4.30 WITH HIGH CAPACITY TRAILER TOW MUST ADD \$286 TO PRICE QUOTED PER VEHICLE

Item # 30 & 31

#30 WESTERN PLOW IS 12 GAUGE; #31 REINFORCING RIB HORIZONTAL NOT DIAGONAL

Item # 37 & 38

#37 WESTERN BRAND IS NIGHTHAWK NOT SMART LIGHTS; #38 ULTRAMOUNT NOT SMARTHITCH 2

Item # 50

MUDFLAP WILL BE PLAIN UNLESS PERSONALIZED MUD FLAPS ARE SUPPLIED BY VILLAGE

Item # 51

ICC BUMPER WELDED TO PINPLE PLATE; ENTIRE ASSEMBLY WILL BE PAINTED BLACK

Item # 66

NON STAINLESS STEEL PARTS WILL BE PAINTED BLACK

Item # 98

PART NUMBER FOR STOP TAIL TURN LIGHTS WILL BE WHELEN 40R00XXR

Item #

CHIPPER CAP; FABRICATED AS SPEC'D. COATED WITH LINEX COATING
ALUMINUM BODY; RUGBY DOES NOT BUILD BODY WITH FIXED SIDE
WE WILL WELD STREET SIDE SHUT

SWENSON STAINLESS BODY; DRAWING NOT CURRENTLY AVAILABLE
WE WILL PROVIDE IF WE ARE AWARDED BID.



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: BADGER TRUCK CENTER
ADDRESS: 2326 W ST. PAUL AVE
CITY: MILWAUKEE,
STATE: WISCONSIN
ZIP: 53233
PHONE: 414-344-9500 FAX: 414-328-3333
TAX ID #(TIN): 39-1044839

(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	<u>Corporation</u>
Charitable/Nonprofit	Government Agency

SIGNATURE: Patricia Crawley DATE: 2/25/11

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to CFB-0-8-2011/TT bidder BADGER TRUCK CENTER hereby certifies
(Name of Project) (Name of Bidder)
the following:

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder 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. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder 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. Bidder 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 Bidder 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. Bidder certifies that bidder 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 bidder, 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. Bidder 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. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

BIDDER'S CERTIFICATION (page 2 of 3)

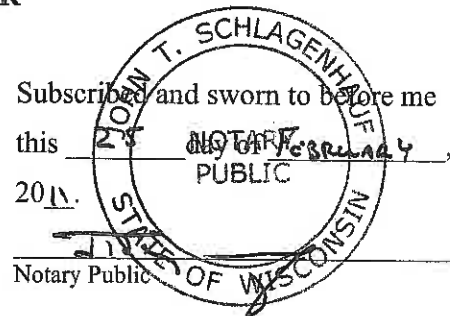
of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: Patricia Crawley
Bidder's Authorized Agent

39-1044839

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of DELAWARE, which operates under the Legal name of BADGER TRUCK CENTER, and the full names of its Officers are as follows:

President: PAUL SCHLAGENHAUF

Secretary: JOHN SCHLAGENHAUF

Treasurer: JOHN SCHLAGENHAUF

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:

BIDDER'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? YES

INSURER'S NAME BADGER TRUCK CENTER, INC.

AGENT INTEGRATED RISK SOLUTIONS (TRAVELERS)

Street Address 6237 N2420 WOODGATE RD, SUITE 300

City, State, Zip Code POWDEREE, WI 53072

Telephone Number 262 523-9600

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

Print Name of Company: BADGER TRUCK CENTER

Print Name and Title of Authorizing Signature: JOHN SCHLAGENNAFF SEC/TREASURER

Signature: [Signature] S-T

Date: 2-25-11

Apprenticeship and Training Certification

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

Name of Bidder: BADGER TRUCK CENTER

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

N/A

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

Print Name and Title of Authorizing Signature: PATRICIA CRAWLEY SALES REP

Signature: Patricia Crawley

Date: 2/26/11

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature Patricia Cusley
Company Name BADGER TRUCK CENTER
Title Sales Rep
Date 2/26/11

Certificate of Non-Compliance

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

Signature _____
Company Name _____
Title _____
Date _____

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

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

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: BADGER TRUCK CENTER

Address: 2326 W ST. PAUL AVE

City: MILWAUKEE, WI Zip Code: 53233

Telephone: (414) 344-9500 x 524 Fax Number: (414) 328-3333

E-mail Address: PACRAWLEY@BADGERTRUCK.COM

Authorized Company Signature: Patricia Crawley

Print Signature Name: PATRICIA CRAWLEY Title of Official: SALES REP

Date: 2/26/11

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.

Patricia Crawley
Signature

PATRICIA CRAWLEY
Print Name

☐ 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



www.downers.us

COMMUNITY RESPONSE

CENTER

February 7, 2011

630.434.CALL (2255)

ADDENDUM

CFB-0-8-2011/TT

Six (6) Class 4 Dump Trucks

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

An addendum has been issued to include the Mandatory pre-bid meeting, and date, and time of February 17, 2011, at 2:00 p.m. Village Hall 801 Burlington Ave. Downers Grove, IL. 60515

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

Please replace the attached page with you documents and sign and return this page with your bid documents.

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka

Theresa H. Tarka
Purchasing

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Patricia Crawley BADGER TRUCK CENTER

Name

Company

2/26/11

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495



February 23, 2011

www.downers.us

ADDENDUM -01

CFB-0-8-2011/TT

SIX (6) CLASS 4 DUMP TRUCKS

COMMUNITY RESPONSE
CENTER

An addendum has been issued to replace page 27 with this page, changes have been made to the following items: Item# 75, Item#81, Item #82.

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue
Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

ends, tank mount return line filter and breather, visual and electrical sending units, return line to filter and any electrical connections.

73. _____

Hydraulic system shall include a 15-micron "absolute" high-pressure filter that is plumbed between the hydraulic pump and the main control valve. The main control panel must have an indicator light to indicate when the system has gone into the "filter bypass" mode.

74. _____

The directional control valve must be accessible on all 6 sides without removing valve from enclosure for ease of service. Further, the valve mounting plate must swing out for ease of valve service and hose replacement.

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

75. _____

A sealed, pre-wired harness for all valve controls must be provided where applicable.

76. _____

The hydraulic valve shall be a modular stackable manifold with level port design.

77. _____

Each hydraulic function requires an individual manifold be stacked together to form the manifold base.

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

79. _____

The plow lift valve is to contain an adjustable port relief to limit the plow raise PSI. Both hoist and plow lift sections are to have leakage rates of less than 2 cc/min, which prevents unwanted drift.

80. _____

Plow turn shall contain a cross-port relief to protect the turn cylinder from external loads.

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

81. _____

Valve stack must contain an electro-proportional control valve, or approved equal specifically designed for spreader operations. This spreader control will be a pressure compensated proportional flow control so that speed of these functions will remain constant no matter what system pressure is.



www.downers.us

Shall include one electric single axis control for dump operation and one electric dual axis control for plow operation.

83. The hoist switch will have an interlock feature to avoid inadvertent hoist operation to meet OSHA standards.

COMMUNITY RESPONSE
CENTER

630.434.CALL (2255)

SPREADER CONTROL: The auger and spinner shall be independently electrically controlled in open loop via current compensated pulse width modulated outputs.

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

Please return this page signed with bid documents.

2/26/11

BADGER TRUCK CENTER

FIRE DEPARTMENT

ADMINISTRATION Date

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

Sincerely,

Name Patricia Crawley

VILLAGE of Downers Grove

Theresa H. Tarka

POLICE DEPARTMENT

825 Burlington Avenue Theresa H. Tarka

Downers Grove Purchasing

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495



www.downers.us

February 23, 2011

COMMUNITY RESPONSE
CENTER

630.434.CALL (2255)

ADDENDUM -03

**CFB-0-8-2011/TT
SIX (6) CLASS 4 DUMP TRUCKS**

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

An addendum has been issued to correct
addendums#01, and to replace page 27 with the attached corrected page,
changes have been made to the following items: Item# 75, Item#81,
Item#82.

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

Please return this page signed with your original bid documents.

Patricia Crawley BADDER TRUCK CENTER
2/26/11

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka

Theresa H. Tarka
Purchasing

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

COPY



218,792
212,792
6000
Trade

CALL FOR BIDS

- I Name of Company Bidding: TRANS CHICAGO TRUCK GROUP
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-3-2011/TT
 - B. For: SINGLE AXLE COMBINATION DUMP TRUCK
 - C. Bid Opening Date/Time: February 8, 2011, 2:00 p.m.
Village Hall 801 Burlington Ave.
Downers Grove, IL. 60515
 - D. Pre-Bid Conference Date/Time: N/A
- III. Required of All Bidders:
- A. Bid Deposit: N/A
 - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
 - B. Certificate of Insurance: Required

Legal Advertisement Published: January 25, 2011

Date Issued: January 25, 2011

This document comprises 49 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

CALL FOR BIDS

Bid No.: CFB-0-3-2011/TT

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

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

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

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

I. CALL FOR BIDS

II. TERMS & CONDITIONS

III. DETAILED SPECIFICATIONS

IV. BID/CONTRACT FORM

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

I. CALL FOR BIDS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to **February 8, 2011, 2:00 p.m.**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting bid. Telephone, email and fax bids will not be accepted.
- 1.5 By submitting this bid, the bidder certifies under penalty of perjury that he has not acted in collusion with any other bidder or potential bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all bidders. Each bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the bid, 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 bid including any bidder's travel or personal expenses shall be the sole responsibility of the bidder and will not be reimbursed by the Village.
- 2.5 The bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by bidders is strongly advised as this will be the last opportunity to ask questions concerning the bid.
- 3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. SUBMISSION OF BID

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.
- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

- 5.1 A bid 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 bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a bid will not be accepted.

5.2 A bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the bid opening, unless otherwise specified.

5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

6. REJECTION OF BIDS

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

7.1 No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

9. BASIS OF AWARD

9.1 The Village reserves the right to accept or reject any and all bids or to waive technicalities, or to accept or reject any item of any proposal unless the bidder includes a restrictive limitation.

9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

10.1 The contract will be awarded to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) calendar days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

12.1 By submitting a bid, the bidder understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the bidder's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's

Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the bidder.**

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

- 15.1 The Village of Downers Grove reserves the right to waive irregularities and informalities, sections to this contract and to accept any bid and to reject any and all bids 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 bid, however, will not be waived.

16. CATALOGS

- 16.1 Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid.

Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items. Detail specification sheets shall be provided by bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

- 19.1 The bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. INSPECTION

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Awarded Contractor at no cost to the Village.

21. DELIVERIES

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

22. SPECIAL HANDLING

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

23. COMPLIANCE WITH OSHA STANDARDS

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

24. CERCLA INDEMNIFICATION

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

25. BUY AMERICA

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

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

26. CAMPAIGN DISCLOSURE

- 26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 26.2 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.
- 26.3 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.
- 26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

27. BACKING PRECAUTIONS

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Awarded Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

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

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 30.1 To the fullest extent permitted by law, the bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, 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 bidder, its employees, or its subcontractors, and the bidder, its employees, or its subcontractors, and the bidder 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 bidder shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The bidder 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 bidder, its employees, or its Subcontractors.

31. NONDISCRIMINATION

- 31.1 Bidder 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 bid, the bidder certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this bid.
- (c) 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. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

32. SEXUAL HARASSMENT POLICY

- 32.1 The bidder or supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the bidder's internal complaint process including penalties;
- 32.1.5 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

32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the bidder'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 bidder 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 bidder agrees as follows:
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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 bidder'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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 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.

33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

33.8 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 bidder 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 bidder 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.

34. DRUG FREE WORK PLACE

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

34.1 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 bidder'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.

34.2 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 bidder'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.

34.3 Providing a copy of the statement required by subparagraph .1 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.

34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.

34.5 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.

- 34.6 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.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
- 36. PREVAILING WAGE ACT**
- 36.1 Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 36.2 Bidder 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 bidder in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, bidder 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.
- 36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any

services rendered pursuant to this contract may be predicated upon receipt of said records.

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

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

37. PATRIOT ACT COMPLIANCE

The bidder 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 bidder further represents and warrants to the Village that the bidder 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 bidder 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.

38. INSURANCE REQUIREMENTS

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers

licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.

- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 39. SUBLETTING OF CONTRACT**
- 39.1 No contract awarded by the Village of Downers Grove 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 Bidder from his obligation or change the terms of the contract.

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

40. TERM OF CONTRACT

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

41. TERMINATION OF CONTRACT

- 41.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Bidder, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.
- 41.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Bidder, in the event of default by the Awarded Bidder. Default is defined as failure of the Awarded Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Bidder fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Bidder. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Bidder.

42. BILLING & PAYMENT PROCEDURES

- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove 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 of Downers Grove payment schedule. The Village of Downers Grove 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 bidder within 60 days of receipt of a proper bill or invoice. If payment is not issued to the bidder 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.
- 42.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the bidder 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.

42.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

43.1 The relationship between the Village and the bidder 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.

44. STANDARD OF CARE

44.1 Any services performed by bidder 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.

44.2 If the bidder fails to meet the foregoing standard, bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by bidder's failure to comply with the above standard and reported to bidder within one (1) year from the completion of bidder's services for the Project.

44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by bidder during construction or equipment installation or the furnishing of Project representatives shall not make bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s') failure to perform its work in accordance with contract documents.

45. SUCCESSORS AND ASSIGNS

45.1 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 bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.

46. WAIVER OF CONTRACT BREACH

46.1 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.

47. CHANGE ORDERS

- 47.1 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, all parties must agree to any change, addition or price increase in writing.
- 47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

48. SEVERABILITY OF INVALID PROVISIONS

- 48.1 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.

49. GOVERNING LAW

- 49.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

50. NOTICE

- 50.1 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 Bidder as specified on the Contract Form.

51. AMENDMENT

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

52. 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. DETAILED SPECIFICATIONS

ONE (1) NEW CURRENT MODEL SINGLE AXLE COMBINATION DUMP TRUCK

VEHICLE REQUIREMENTS: References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

LITERATURE/DATA: The Bidder must submit three (3) copies of each of the following informational items with the bid: (1) Detailed 3-view drawings of the proposed bodies and hydraulic systems; (2) Detailed descriptions (or manufacturer's literature) of all proposed equipment including cabs and chassis, bodies, plow hitch, hydraulic pumps, valves, etc.; (3) All available parts, operation, and service manuals shall have a single printed copy supplied with each delivered vehicle. Where manuals are available on CD, a single copy of the CD must be provided.

MEETINGS AND INSPECTIONS: A pre-build meeting must be held prior to the construction of the unit built on the order placed under this contract. This meeting must be held at the equipment installer's facility. Four (4) representatives from the Department of Public Works will attend this meeting. The expense of appropriate travel, lodging and meals for this meeting must be borne by the Contractor.

A pre-delivery inspection visit must be made prior to the shipment of the unit built on the order placed under this contract. Four (4) representatives from the Department of Public Works will attend this inspection. The expense of appropriate travel, lodging and meals for this inspection must be borne by the successful bidder.

For purpose of travel expenses, travel to and from the meetings by Downers Grove personnel must be by automobile up to a maximum of 60 road miles from the Public Works facility at 5101 Walnut Ave, Downers Grove, IL.

Final acceptance of each unit will be at the Village's Fleet Services Facility, 700 Curtiss St., Downers Grove, IL 60515. Acceptance of delivery is subject to Department of Public Works testing.

DELIVERY AND LIQUIDATED DAMAGES: Final delivery and acceptance shall be within 180 calendar days from the date that a valid purchase order is issued by the Village. The Village and the Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed

until final delivery and acceptance. The Village shall deduct these liquidated damages from any monies due or to become due to the Contractor for breach of this contract.

- 1) \$100 per day for failure to complete the work in the time frames required by this contract.

MEETS SPECS
(YES / NO)

1. ☒ **ACCEPTABLE CHASSIS MAKES AND MODELS:** The following listed makes and models shall be acceptable for the purpose of this bid. Other makes and models not listed shall also be acceptable, provided minimum specifications as described below are met or exceeded.

FREIGHTLINER M2 112 NG
PETERBILT 365 NG

List make and model bid.	
FREIGHTLINER	M2112 NG
(Make)	(Model)

2. ☒ **G.V.W.R.:** Shall be 50,000 pounds minimum.
3. ☒ **WHEELBASE:** Manufacturer's standard to supply 109 inches cab to axle. State wheelbase with set back front axle:

Wheelbase (in.)
191"

4. ☒ **FRAME:** 120 KSI strength minimum with 11/32" full length C-channel inner frame reinforcement. 63" rear frame overhang and 24" integral front frame extension for plow installation. Huck-spin round collar chassis fasteners.

5. ☒ **CAB:** Aluminum cab with air cab mounts and bolt-on molded flexible fender extensions. Tiltable fiberglass hood with stationary grille and transverse access openings for fluid checks without having to tilt the hood, and chromed hood mounted air intake grille. Shall include painted composite exterior sun visor and LED amber marker lights. Exterior body grab handles on both sides with single rubber insert. Dual level cab entry steps on both sides.

6. ✓ **CAB COLOR:** Unit to be green. Upon award of bid and prior to placing the order, the vendor shall contact the Village of Downers Grove for color selection from standard color chart.

7. ✓ **ENGINE:** To be Cummins ISL G 320, in-line six (6) cylinder rated at 320 H.P. @ 2000 RPM and 1,000 ft./lbs. torque @ 1340 RPM minimum. Engine to be fully electronically controlled.

Please state engine manufacturer Cummins and model # ISL G 320K-P being bid.

Additional engine equipment shall include a 1,000 watt, 115 volt block heater, coolant filter/conditioner (filter only if equipped with extended life antifreeze), fuel filter/heater/water separator, air filter restriction gauge, engine warning and shutdown system for low oil pressure, low coolant level and high coolant temperature. Chrome engine heater receptacle mounted under left hand door.

8. ✓ **EXHAUST SYSTEM:** Aluminized or stainless steel exhaust system shall include a horizontal muffler and horizontal tailpipe exhaust mounted under the cab. The horizontal pipe shall be located and mounted to the right of the cab.

9. ✓ **RADIATOR:** Heavy-duty with 1,300 square inch area minimum. Silicone or Gates Blue Stripe hose package for cooling and heater system. Truck grill to be mounted stationary with radiator. "Permanent" type antifreeze shall be included in the cooling system for protection to -60 degrees Fahrenheit. All hose clamps to be constant torque type.

10. ✓ **TRANSMISSION:** Shall be Allison six (6) speed close ratio automatic model #3000RDS with the following features: constant drive P.T.O. for continuous duty operation, dash mounted oil temperature warning light, oil level sensor (read through shift selector), dash mounted push button shift selector. A factory installed coolant to oil style transmission cooler will be provided. *Shall be Allison Prognostics enabled to actively monitor transmission oil life, filter life and transmission health.*

11. ✓ **P.T.O.:** The transmission shall have the capability of mounting a constant mesh P.T.O. on either side of the transmission for continuous operation of a variable displacement hydraulic pump (as described elsewhere in these specifications). The pump shall be mounted directly to the P.T.O. P.T.O. to be Chelsea hotshift with direct din mount pump flange for ease of installation.

12. ✓ **STEERING:** Integral power type steering with greaseable drag link and tie rods including the smallest steering wheel available. Adjustable tilt and telescoping steering column. Please state turning radius to outer front tire (curb to curb):

Turning Radius
35.2' LEFT TURN
30.1' RIGHT TURN

13. ✓ **AIR BRAKE SYSTEM:** Full all wheel anti-lock brake system. Straight air, cam type, with 18.7 C.F.M. compressor minimum with internal safety valve.
14. ✓ **AIR DRYING SYSTEM:** Brake line air dryer with shield, heater and integral reservoir.
15. ✓ **FRONT BRAKES:** 16.5" x 6" cam type minimum with sealed air brake chambers and Haldex or Meritor automatic slack adjusters.
16. ✓ **REAR BRAKES:** 16.5" x 7" cam type minimum with Haldex or Meritor automatic slack adjusters. Brake dust shields to be included.
17. ✓ **PARKING BRAKE:** Spring applied park brake system.
18. ✓ **FRONT AXLE:** 20,000 lbs. minimum capacity Meritor or equal. Front axle wheel bearings to have wet oil seals. Front axle hubcaps are to be Chicago Rawhide or equal.
19. ✓ **FRONT SUSPENSION:** 20,000 lbs. capacity @ ground taper leaf suspension, minimum.
20. ✓ **FRONT SHOCKS:** Heavy-duty double acting.
21. ✓ **REAR AXLE:** 30,000 lbs. rear axle to be Meritor or equal capable of 75 miles per hour (MPH) in high range at maximum load. Driver controlled traction differential with synthetic 75W-90 rear axle lube.
22. ✓ **REAR SUSPENSION:** 30,000 lbs. flat leaf with helper and radius rod.
23. ✓ **WHEELS:** (Front) Accuride 29374A 22.5x12.25 10 hub pilot 4.75 inset 10-hand aluminum disc. Polished front wheels; outside only. (Rear) Accuride 28828 22.5x8.25 10 hub pilot 2-hand HD steel disc. (Spare) Accuride 29039 22.5x9 10-hub pilot 5.25 inset 5-hand steel disc.
24. ✓ **FRONT TIRES:** Continental HTC 425/65R22.5 20 ply radial tires. All tires to meet rated axle capacity.
25. ✓ **REAR TIRES:** Continental HDR1 11R22.5 14 ply radial tires. All tires to meet rated axle capacity.
26. ✓ **SPARE TIRE/WHEEL:** One (1) mounted on rim to match front tread.

27. ✓ ELECTRICAL SYSTEM: Heavy-duty 12 volt negative ground. All OEM and aftermarket wiring to be waterproof. Turn signals to be heavy duty self-canceling with heavy duty flashers.
28. ✓ ALTERNATOR: 12 volt 160 amp minimum internally regulated.
29. ✓ BATTERY: Four (4) Alliance Model 1031, Group 31, 12 volt maintenance free 3040 CCA threaded stud batteries. Single enclosed battery box to be mounted left side under the cab. Positive post for jumpstart.
30. ✓ GAUGES: Instrument panel to include direct read water, oil pressure, air, tachometer, transmission temperature, hour meter (oil pressure activated), air filter restrictor, and warning lights per Item 7 (engine warning and shut down system). Inside/outside temperature gauge with black bezel and LCD Fahrenheit display.
31. ✓ WINDSHIELD & WINDOWS: Tinted windshield and electric powered left and right hand windows. Lower right hand door window with Fresnel lens.
32. ✓ MIRRORS: Dual West Coast bright finish heated mirrors with left hand and right hand remote. 8" convex bright finish mounted under primary mirrors. Right hand down view mirror.
33. ✓ HORN: Dual electric horns and dual roof mounted 26 inch rectangular polished aluminum air horns.
34. ✓ WINDSHIELD WIPERS: Two speed electric with electric washers.
35. ✓ CAB INTERIOR: Cab to have molded plastic door panels with aluminum lower door kickplates and armrest mounted to each door. Forward roof mounted console with upper storage compartments without netting. No ash trays or lighter. There are to be two (2) interior sun visors for the windshield and two (2) dash mounted cup holders. A methane detection system is required with one (1) sensor in cab and one (1) in engine compartment. Cab shall be insulated and contain a dome light activated by the driver side door. Electric door locks shall also be included. Interior color to be chosen after bid award from manufacturer's standard color chart.
36. ✓ SEATS/UPHOLSTERY: Two (2) high back, black Mordura cloth covered front bucket seats shall be provided. Driver's side shall be high back air suspension with dual armrests and air lumbar support. Passenger side shall be high back solid mounted seat with dual armrests.
37. ✓ CLIMATE CONTROL: Heating, defrosting and air conditioning system to be the highest output available.

38. ✓ **RADIO:** AM/FM/WB radio CD player, iPod interface and USB and front auxiliary inputs with two speakers.
39. ✓ **FUEL TANKS:** Sixty (60) diesel gallon equivalent (DGE) compressed natural gas fuel tanks mounted back of cab. CNG Parker Hannifin type left hand filler receptacle with stainless steel tubing and synthetic rubber flexible fuel lines.
40. ✓ **BUMPER, FRONT:** Standard front bumper mounted to frame/plow hitch.
41. ✓ **RUST PROOFING:** Please list (in years) the O.E.M. (chassis cab) manufacturer warranty against corrosion or rust through: _____.
42. ✓ **STATE SAFETY INSPECTED:** Vehicle shall be state inspected prior to delivery.
43. ✓ **MANUALS AND LINE SHEET:** A line sheet and one of each of the following manuals shall be supplied at the time of delivery:
- Vehicle Chassis and Engine – Parts and Service Manual
 - Body and Hoist – Parts and Service Manual
 - Plow Hitch – Parts and Service Manual
 - Hydraulic System – Parts and Service Manual
44. ✓ **LICENSE PLATES:** Bidder is to order Illinois municipal ("M") license plates, registration, and Illinois title for the vehicle. A temporary license plate is to be applied per Illinois law prior to delivery.

Title, registration to be as follows:

Village of Downers Grove
Attention: Finance Department
801 Burlington Ave.
Downers Grove, IL 60515

45. ✓ **SAFETY EQUIPMENT:** Triangle road flare kit and five pound ABC dry chemical fire extinguisher.
46. ✓ **GENERAL HYDRAULIC SYSTEM SPECIFICATIONS:** This specification shall describe a FORCE AMERICA SSC6100 CAN BUS load sensing hydraulic system with ground-speed orientation. This package shall include controls for the spreader, plow, dump body and lighting systems, with a single electric joystick controlling the plow and hoist functions.

47. HYDRAULIC RESERVOIR: The system shall have a chassis-mount thirty-five (35) gallon hydraulic reservoir constructed of 304 stainless steel internally baffled and which integrates control valves, filter/breather cap, oil, level sight gauge, magnetic drain plug, and return line filter. Mounting bracket is to be designed and supplied by the reservoir supplier. Mounting system should allow for a one inch (1") frame clearance for frame obstructions. Shall be mounted in a manner as to not transmit any truck torsional loads through the tank. The enclosure will use gasketless passive technology with the lid removable by one person without the use of tools. All valve fittings, hose ends, filter; filler breather, sending units and any electrical connections are to be protected by enclosure cover. The reservoir supplier will provide all valve fittings (AN or JIC connections) and plumb the return line from the valve to the filter. The cover will protect from both road and pressure washer spray and will be constructed of 304 stainless steel. The use of bulkhead fittings is not permitted. The directional control valve must be easily accessible from all six (6) sides without the use of tools. Hose exit and entrance must allow for components to be mounted adjacent to the enclosure. A two-inch (2") full flow brass ball valve shall be plumbed at the suction port of the tank. There shall be a 12 VDC low oil sending unit in the reservoir that will be wired to a warning light mounted in the cab in a position that is convenient position for the driver to see. The sending unit shall also be wired to a "Low Oil Shutdown" switch. This switch shall be equipped with a momentary manual override. The valve/tank assembly shall be a FORCE AMERICA MODEL VT-35-B.
48. HYDRAULIC PUMP: The hydraulic pump shall be a cast iron piston pump, pressure and flow compensated load-sensing type. It shall be rated for 4,800 P.S.I. and be 5.6 CIR. The pump shall direct mount to the constant mesh PTO via a din mount. It shall be plumbed with a two inch steel ball valve shall be at the outlet of the pump. The pump shall have a 2" suction port, and have a rear facing compensator for ease of installation and servicing. The pump shall be a FORCE AMERICA TXV92.
49. HYDRAULIC VALVES: The hydraulic valve shall be of modular manifold design. Each hydraulic function requires an individual manifold stacked together to form the manifold base. The hydraulic control valves shall be pulse-width modulated, proportionally controlled. Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. All segments shall have heavy-duty continuous duty coils and connections shall be with Hirshman connectors. All coils shall operate at 12 VDC and require a maximum of 1400 milliamps. Spinner and pre-wet shall be controlled by a single manifold design. Spinner and pre-wet manifold shall control flow up to 14GPM and shall be rated for 3000 PSI, with screw-style manual over-rides. Individual conveyor manifold shall control flow up to 14GPM and shall be rated for 3000 PSI, with screw-style manual over-

rides. Valve sections must have adjustable stroke limiter flow controls for each function. Valve segments shall be FORCE AMERICA ADD-A-FOLD and be arranged as follows:

1. Hoist, Double Acting – 40 GPM.
2. Plow Lift, Double Acting, No Float – 21 GPM.
3. Plow Angle, Double Acting – 21 GPM.
4. Spinner, pressure compensated 7 GPM
5. Pre-wet, pressure compensated 14 GPM.
6. Auger, pressure compensated 14 GPM

✓
50. HYDRAULIC HOSES: All hydraulic lines and plumbing shall be properly sized and rated (4:1 safety factor minimum) for a particular location within the hydraulic system. This means that the tested burst P.S.I. shall be four times higher than the rated operating pressure of a specific hose. The suction line between the reservoir and pump shall be a minimum of two inch (2") I.D. and shall be secured on both ends via heavy duty banding straps. All pressure hoses, including signal sense to pump shall have swivel fittings on both ends. Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact. Hoses shall not be routed near exhaust manifolds, pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire. All fittings to be AN or JIC. Stainless steel hydraulic tubes shall run from back of cab to rear of frame for auger, spinner and return circuits. Hydraulic tubes to have flared ends and proper AN or JIC fittings. Length of steel hydraulic tubes shall be at a maximum to eliminate as much of the rubber hosing as possible. All hydraulic hoses shall be wrapped in a protective canvas wrap for their entire length.

✓
51. HYDRAULIC FILTRATION: Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be a 16-micron absolute and rated for no less than sixty (60) GPM flow capacity. Filter shall include visual and electrical bypass indicators. High pressure filter to be 10 micron, double length and have #16 ports to be mounted on the pressure side of the pump. A warning light to indicate "Filter Bypass" shall be mounted in the cab and wired to the electrical indicator. Model shall be FORCE AMERICA HP171.

✓
52. PRE-WET CONTROLS: Unit to be adjusted as gallons per ton. Display on control shall show gallons per ton and total gallons. While in the blast mode the liquid will be able to go to maximum trim, maximum rate, or a pre-set rate. Shall be able to choose in setup mode either gallons per ton or gallons per mile for the output. Low liquid indicator on screen. System shall be capable of closed loop operation.

53. ✓

SALTING CONTROLS: Controls for all valve functions and electronic spreader control will be integrated into a single, self-contained control center. The control center shall be a padded armrest style that is ergonomically designed. Control center shall be modular in design for ease of installation and service, and wiring and connectors shall be keyed and color-coded throughout. All components must be durable for long life and trouble free operation.

The electronic controller shall be a fully proportional multi-stick controller to operate all cylinder functions. Multi-stick PWM driver electronics shall include as standard the capability to control at least 9 proportional outputs simultaneously. The control is available in a 3-stick or 4-stick configuration. Controls for spreader must be located on armrest at the operator's fingertips. There shall also be four auxiliary rocker switches available with an additional fifth switch being the main power switch for the spreader control. The switches shall be located between the joysticks and spreader control interface and each shall be rated for 15 amps continuous current minimum. Console options shall be capable of supplying full rated power to switch outputs when all four auxiliary switches are at full 15 amp load.

For ease of operation the multi-stick control shall include the following features: LED-backlit nomenclature for all joystick functions and a momentary push-button at the top of the hoist stick to provide hoist-interlock. The "Hoist" decal shall be illuminated amber while disabled, and change to green backlighting when the driver engages the hoist interlock button. The green "Hoist" LEDs shall remain illuminated while the hoist is under operation and shall time-out after a period of hoist inactivity that is selectable from 0 to 15 seconds.

The plow or other joysticks shall have the option to include a momentary pushbutton for activation of remote spreader standby, remote spreader blast, or electric joystick interlock. The multi-stick communication hardware/software shall include 4 integral float options. The use of add-on float modules is unacceptable. For flexibility of use the integral float programming shall have the following standard features:

- (4) axis functional float on any or all of the outputs with selectable forward/back, right/left functionality
- 3-way or 4-way functionality
- Selectable (3) second float delay timer
- Optional float enable switch inputs.
- When float output for a given joystick function is active, the LED-backlit nomenclature shall blink ON/OFF to provide visual feedback to the operator that the float function is engaged.

To ensure longevity of performance all lighting to be solid-state LED technology. The use of incandescent lamps or EL backlighting is unacceptable.

All function joysticks shall be of contact-less Hall-effect design and offer up to a 5-Million cycle life. The use of potentiometers is unacceptable. To increase safety of operation, joystick communication hardware/software shall include the following standard features:

- Input power monitor circuitry with power quality diagnostics,
- Redundant dual-reference joystick signals for each joystick axis
- Joystick input off-center checking on all axes and output shutdown on system power-up
- Joystick out-of-range fault condition checking and output shutdown
- True outputs off with joystick centered
- LED-backlit nomenclature shall illuminate and flash RED when any error condition exists and an audible alarm shall sound.
- LED-backlit nomenclature shall blink ON/OFF with increasing frequency as the corresponding function is increased in speed to give the operator visual feedback of each joystick output.

Multi-stick control shall communicate all joystick data over the spreader control CAN bus. For ease of service and diagnostics the multi-stick control shall have the following easily accessible through the spreader control calibration menus:

- Unique MIN/MAX adjustments for each joystick function (forward, back, left and right)
- On-screen output status indicator's for each PWM output
- Audible and visible output error status indicators with flashing error codes for each joystick function

The multi-stick control joystick outputs shall be communicated over the spreader control CAN bus to the Valve Module. Spreader control outputs and joystick control outputs shall be operated on the same Valve Module, or multiple modules as necessary.

The electronic spreader control shall be designed for precise, closed-loop control of granular and prewet liquid applications and operate on a CAN Bus protocol. The Central Processing Unit (CPU) shall have keyed and color coded connections to prevent incorrect installation. The CPU shall be mounted in the cab with visual access to diagnostic LED's. Mounting of the CPU unit outside of the cab is unacceptable. The unit shall have USB connectivity for file and data transfer, Ethernet connection, a J1939 communication port for connection to the vehicle bus, a second CAN bus communication port for spreader-only data use, a J1708 connection for a road and air temperature sensor, and a RS-232 connection for AVL communication. The CPU shall have on-board diagnostics, which provide

real-time status of CAN bus communication, processor activity, and power status. The CPU shall have a built-in audible alarm for diagnostic purposes. The CPU operating system shall NOT be Windows-based.

The spreader control interface shall have two, color-coded, continuous rotation encoders for granular and spinner control. These encoders shall have integrated push buttons for blast mode and stand-by. The controller shall have a third multifunction 4-way joystick that has an integrated rotary encoder and push button, that can be used for menu navigation, prewet liquid control, or an additional conveyor function. There shall be four, two-way soft keys included in the interface that are generically-labeled and user-configurable for different functions depending on the equipment needs. The controller shall also utilize iButton technology that is capable of using a Supervisor key to provide access to the calibration parameters without the access code. The entire operator interface shall be backlit and encased in flexible silicone material with wear-limiting coating applied to the base silicone material. The operator interface shall communicate on the spreader control system CAN bus.

The spreader control display shall be a remotely-mounted, 7" diagonal color TFT LCD, with a low-profile 16:9 widescreen format and minimum of 800X480 pixel resolution. LCD shall have variable LED backlighting. CCFL backlighting is unacceptable. The display shall include a scratch-resistant polycarbonate lens with anti-glare coating. A power status LED shall be immediately visible on the front of the display and shall report display diagnostics including loss of CAN communication. Display unit shall have a built-in audible alarm. To avoid driver distraction, the display shall have no integrated dials or pushbuttons and shall not be touch screen. LCD shall communicate on the spreader control system CAN bus.

The operator menus shall be color-coded to match the encoder knobs on the operator interface. The display shall be capable of displaying the following on-screen simultaneously: Granular material name, granular material set point and actual application rate including units of measure, prewet liquid name, prewet liquid set point and actual application rate including units of measure, spread width, road temperature, air temperature, material usage total, liquid usage total, vehicle speed, and current date and time. The operator shall have the option of selecting five data items to be displayed onscreen during operation. The display will also provide four warning light indicators for low oil level, body up, oil temp, and filter bypass. These warning lights are to be functional regardless of spreader operation or status.

The display must provide visual indication that the spreader control is connected to a compatible AVL device, if equipped. The spreader control shall warn operator if communication with the AVL device fails at power-up.

A proportional PWM driver and input module (Valve Module) shall be remotely-mounted inside the hydraulic valve enclosure for control of both spreader control and joystick control outputs. The entire Valve Module shall be of rugged design for the mobile environment, and must meet IP68 requirements for dust and water ingress. The Valve Module shall include a minimum of eight proportional PWM outputs with potted valve output connections. All outputs shall be protected against short-circuits. Outputs shall be current-compensated and have adjustable PWM frequency. There shall be a minimum of five switch-to-ground type inputs for monitoring hydraulic system inputs such as oil level, body up, Hi and Low filter bypass, and oil temperature warnings. A minimum of two switch-to-ground type pulse train inputs shall be included in the Valve Module for connection of feedback sensors such as auger feedback and prewet liquid flowmeter feedback. A keyed and color-coded connection shall be provided for CAN bus connection to the CPU module inside the cab. A second CAN bus connection must be provided for daisy-chaining of multiple Valve Modules within the valve enclosure. Diagnostic LED's shall be included for every input and output on the Valve Module, as well as a power status LED and CAN bus activity LED's. The Valve Module shall be potted. The Valve Module shall include a stainless steel legend plate with engraved text for easy cleaning and identification of Valve Module connections.

The integrated spreader control and joystick control system shall be equipped with a qualified ESTOP device that immediately disconnects battery power from all outputs. All spreader control and joystick-operated outputs shall immediately cease to function and the system display shall inform the operator that the ESTOP device has been activated. The ESTOP device must remove power from all output devices, while maintaining power to the display and CPU for diagnostic purposes. Resetting of the ESTOP device shall not result in spreader control and joystick-operated outputs returning to an ON state without operator acknowledgement.

The Control Center shall be a FORCE AMERICA PATROL COMMANDER MPJC ULTRA SERIES WITH A 6100 MODEL SPREADER CONTROL.

54. ✓ **ELECTRICAL WIRING:** All power for lighting shall be direct from starter relay, (factory) battery hot side through a 10 gauge red wire, coming through a grommet in the fire wall, then going to a continuing duty solenoid NAPA/ECHLIN ST-80. Solenoid to be mounted under dash close to factory fuse panel, solenoid to be activated only when key is on. All wiring to any electrical accessories shall be connected to a Cole Hersee fuse block, no. 46377-8. All electrical connections shall be soldered and heat-shrink sealed.
55. ✓ **VEHICLE LIGHTING SYSTEM:** Exclusive of OEM forward mounted head lights, all other lights are to be DOT approved LED lighting. Auxiliary plow head light kit shall be Truck-Lite universal snowplow lights with turn

signals and weatherproof connectors mounted to front hood as low as possible while still clearing plow in its fully raised position.

Truck is to be equipped with Whelen 400 Series LED amber warning/stop-turn/back-up lights with TIR3 side light head in stainless steel housing recessed in each rear corner post. Four red rear, two side mounted red rear reflectors, and two side mounted amber front reflectors. Includes a one piece sealed wiring harness.

56. ✓ VEHICLE WARNING LIGHT SYSTEM: ICC lights and reflectors to conform to FMVSS 108. Truck is to be equipped with two (2) Whelen 4-Lamp Micro 400MM LED mirror mounted light heads with West Coast mirror mount brackets. Truck to be equipped with Ecco Smart Alarm® model SA917 self-adjusting variable volume electronic back-up alarm.

Spreader lights shall be Truck-Lite LED model 81260, with Truck-Lite model 50310 wiring harness. Spreader lights shall be mounted at the rear of the dump body, one right and one left side of the body, and shall be activated by a switch on the main control console.

57. ✓ COMBINATION 304 STAINLESS STEEL DUMP BODY: To be combination cross memberless 10' long x 96" wide with a 6-8 yard capacity (HENDERSON MUNIBODY II as follows):

- Side height of 36 inches. Tailgate height of 48 inches. Head sheet height of 60 inches.
- One-piece sides and floor, which incorporates a 6-inch floor to side radius. The floor shall slope 22 degrees to the conveyor.
- Head sheet and one-piece sides shall be 7 gauge 304 Stainless Steel.
- 10 gauge 304 stainless steel boxed top rail, seamless and sloped inward.
- 4" wide sideboard pockets with removable 304 stainless steel sloped sideboards.
- 12¾" x 5", 7 gauge 304 stainless steel rear corner posts are tied into a 12" 7 gauge 304 Stainless Steel formed rear apron. Further reinforcement is provided by a ¼" 304 Stainless Steel plate that helps prevent flexing in this critical area and strengthens the tailgate latch assembly.
- 304 stainless steel integral rear fenders shall be continuously welded and positioned over rear wheels of the truck.
- 22" x 84" 304 stainless steel inverted cab shield.
- A 304 stainless steel folding ladder shall be welded to the front street side of the body.
- Black quarter fenders constructed of polyethylene shall be mounted to the truck frame in front of rear wheels.
- 10" truck frame to body floor height.
- 7 gauge 304 stainless steel formed inner/10 gauge 304 stainless steel formed outer long sills.

- 3/16" AR400 (190,000 PSI yield, 200,000 PSI tensile strength, Brinnell Hardness of 400) conveyor floor.
- 2" diameter drive and idler shafts with 8 tooth cast iron sprockets. Drive sprockets are double keyed to shaft.
- Conveyor driven by a 25:1 planetary gear case and piston motor driving rear shaft.
- 28" wide main conveyor.
- A 3/16" AR400 steel conveyor cover must be supplied.
- Body integrated 304 Stainless Steel 15" spreader apron.
- Conveyor shall extend 12" beyond tailgate to prevent free flow of granular material.
- D667K pintle chain with 1/2" X 1 1/2" conveyor crossbars spaced on every link.
- A momentary switch which operates the conveyor shall be located on the right rear of the body.

304 STAINLESS STEEL SPINNER CHUTE ASSEMBLY

- Spinner assembly must be adjustable left to right, front to back, and up and down to assure accurate placement of material on spinner disc, to facilitate control of spread pattern.
- Front spinner baffle is adjustable for undercarriage protection.
- 20" diameter polyurethane spinner disc to have replaceable machined hubs.

SPINNER CHUTE ASSEMBLY

- Spinner hydraulic motor shall mount directly on top of spinner disc. Motor shall be enclosed in a removable, material shedding, protective cover.

TAILGATE

- 7 gauge 304 stainless steel tailgate sheet.
- Full perimeter 304 stainless steel boxing with all horizontal edges sloped outward.
- Shall have two (2) 10 gauge 304 stainless steel sloped horizontal braces that are flush with perimeter boxing.
- Flush mount, 304 stainless steel 1/2" flame cut pivots.
- Heavy duty offset hinge plates, 304 stainless steel 1" flame cut.
- 304 stainless steel 3/4" latch hooks with 304 stainless steel 3/8" latch plates.
- 1 1/4" Hot rolled upper pins, 304 stainless steel 1 1/4" lower pins.
- 7 gauge 304 Stainless Steel 12" x 26" rear feed gate operates perpendicular to floor.
- The lever-operated feedgate shall be adjustable in 1" increments. Two 1/4" diameter 304 stainless steel sliding guides are required for easy feed gate movement. The feed gate is positively locked into position with a stainless steel locator pin.
- Dual brake chamber air tailgate latches (one on each side,) with over center linkage. Pivot shafts include stainless steel bushings to eliminate seizing.

REAR HINGE ASSEMBLY

- 6" x 8" x 1/2" structural angle.
- 2" 303 Stainless Steel hinge pins connecting to 2 1/2" hinge blocks using replaceable greaseless composite bushings for a minimal pin-to-bushing clearance.

INTEGRAL PRE-WET RESERVOIRS

- Two (2) 75-gallon 304 stainless steel reservoirs with diameter cap are integrated into rear fenders of body.
- Replaceable screen line strainer.
- Corrosion resistant shut off valves.
- The reservoirs are angle formed to allow for mounting to the integral fenders of the combination dump/spreader body.
- Supplied with bulk tank fill quick couplings.
- All 304 stainless steel surfaces are to be unpainted and cleaned with an acid wash solution to remove carbon burning from the stainless steel welds.
- All non-304 Stainless Steel components painted aluminum.

58. ✓ **BODY HOIST:** Telescopic hoist mounted to a modular cradle that incorporates body props, body guides & greaseless composite hoist bushings. Single cylinder, trunnion mount (inverted cylinder not acceptable). N.T.E.A. class 80. 3 stage cylinder, 110" stroke, with a 5.5" diameter first stage. First stage double acting. Wear and corrosion resistant nitrided cylinder tubes. Minimum two-year cylinder warranty. Connecting pivots to have replaceable greaseless composite bushings. 5 degree oscillating cylinder collar.

59. ✓ **PLOW HITCH:** Shall be truck portion SCHMIDT WAUSAU TQC hitch or equal (HENKE UNIVERSAL QUICK HITCH/HENDERSON QUICK HITCH) with telescoping lift arm as follows:

- Heavy front frame hitch of modular design shall allow the cab hood to tilt forward a sufficient amount to provide engine access.
- Side plates will transmit plowing forces directly to the truck frame side rails and will custom fit the year, make and model of chassis.
- The side plates are custom fitted 5/8" steel plate of proper length and construction for heavy duty service and shall provide adequate clearance for steering mechanisms and suspension components.
- Side plate mounting angles or plates shall mount flush to the truck frame for maximum strength. Pipe spacers are not acceptable.
- The front sections of the hitch assembly: lift frame, center section and the lower push plate shall be braced with four (4) heavy duty 2" schedule 80 pipe braces fitted with cast steel end fittings. The braces shall be located to provide the proper support when the hitch is carrying the load of the plow.

- The lift frame vertical angles and top angle shall be 4" x 3" x 1/2" with #10 gauge gussets connecting the frame structure. In addition, four (4) ears of 1/2" x 3" material shall be welded to the top angle to accept the lift arm.
- The lift arm shall be constructed primarily of two (2) 1/2" x 3" flat bars formed to accept a top cover sheet of at least #10 gauge material 11 3/4" wide tapered to 4 1/2". A minimum of three additional spacers made of 1/2" material shall reinforce the primary side bars.
- The lift arm shall attach to the lift frame by means of two (2) 1" pins having at least 72,700 pounds of tensile strength.
- The main cylinder support shall be at least 6" x 4" x 1/2" angle gusseted and connected to two (2), 6" x 4" x 1/2" angles that will attach to the custom side plates. The top leg of the angle shall have two (2) 1/2" x 3" ears and a reinforcing bar to support the base end of the lift cylinder.
- Two bumper support angles shall be welded to the main angle and shall be at least 6" x 4" x 3/8". A front bumper shall be included and made of at least 8" of 11.5# car channel.
- The lower push plate main member will be a 10" @ 25# car channel reinforced with a 3" x 3" x 3/8" angle. Two additional angles of 5" x 3" 1/2" material shall be positioned to attach to the custom side plates.
- The four plow connecting ears shall have three equally spaced height attaching holes to accept 1 1/4" diameter hitch pins with handles. The ears shall be 1/2" x 3 1/2" and spaced on 30" push centers.
- The plow hoist cylinder shall be of premium grade and shall be a double acting 4" bore by 10" stroke.
- The piston rod is to be of steel construction treated with a nitro steel process.
- The ram sleeve or outer barrel will be such that the rod packing may be maintained or replaced as required. A positive stop must be incorporated that will help prevent mechanical pressure being applied to the packing when the rod is fully extended.
- The cylinder shall be capable of 14,137 pounds of thrust @ 2,000 p.s.i. and 16,000 pounds of bursting pressure @ 2,000 p.s.i. Minimum weight of the cylinder shall be 28 pounds. Port to be 3/8".

60. ✓ TWO-WAY RADIO: Shall be Kenwood model 8160-H UHF mobile radio including antenna and KES-3 external speaker mounted in customer designated location.

61. ✓ TRAINING: Two (2) hours of on-site operator training/equipment calibration and two (2) hours of mechanic training shall be provided.

62. ✓ CHASSIS AUTO LUBE: Truck to be equipped with an Interlube XGS lube system. This system can be supplied and installed by Midwest Lube Inc., 1035 Pauly Dr., Elk Grove Village, IL 60007. Both the truck supplier and the body and equipment supplier will work with Midwest Lube to assure the lubrication needs and number of grease points for their equipment are met. At

a minimum, the system shall lubricate the power steering cylinder, track rod ends, front and rear shackle pins, spring pins, front and rear brake cam shafts, balance beam bearings, drag link ball joint, gear lever linkage, accelerator cross shaft, pedal linkages, brake slack adjusters and tipping body hinges.

63.  GPS/AVL EQUIPMENT: Install customer provided GPRS LMU4100 AVL system including plow up/down proximity switch, antenna and all other required vehicle equipment.
64.  TRAILER HITCH: Truck to be equipped with 20 ton pintle hook on 3/4" plate with safety chain rings, electric brake controller and 7 pole trailer plug ("flat" pin style).

IV. BID/CONTRACT FORM

***THIS BID 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

BIDDER:

TRANSCICHAGO Truck Group

Date: 2/4/11

Company Name

776 N. YORK ROAD

ERIC JENSEN @ TRANSCICHAGO.COM

Email Address

Street Address of Company

ELMHURST, IL 60126

ERIC JENSEN

Contact Name (Print)

City, State, Zip

630-279-0600

630-341-9603

24-Hour Telephone

Business Phone

630-279-0603

R. A. VINE

Signature of Officer, Partner or Sole Proprietor

Fax

R. A. VINE VICE PRES

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 Bid 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.

IV. BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

ONE (1) NEW CURRENT MODEL SINGLE AXLE COMBINATION DUMP TRUCK			
Unit Bid:	<u>2012</u>	<u>FRRIGHTLINE</u>	<u>M2112 NG</u>
	Year	Make	Model
	CASH PRICE:		\$ <u>218,792</u>
	Less Trade-in offer (From Trade-in Bid Sheet):		\$ <u>6,000</u>
	TOTAL NET BID:		\$ <u>212,792</u>

AUTO TRUCK
1420 BREWSTER CREEK BLVD.
BARTLETT, IL 60103

BRETT WISE (224) 567-1493

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.		
Will you be utilizing a subcontractor?	<u>YES</u>	NO
If yes, have you included all required information with your bid submittal?	<u>YES</u>	NO

- OR -

NO BID - Keep our company on your Bidders List	Signature _____ Date _____
NO BID - Remove our company from your Bidders List	Signature _____ Date _____

**DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
TRADE-IN BID SHEET**

The undersigned, having examined the specifications and all conditions affecting the vehicle proposed by the Village as a trade-in unit, offers the following values for the listed unit as trade-in credit toward the cash price of the new vehicle bid.

TRADE-IN UNIT

Unit #	Year	Make	Model/Type	Cab Color	Miles as of 1/1/11
270	1994	Ford	LN8000 Dump	White	76,912
G.V.W.R.	Front	VIN #	Engine	Miscellaneous Equip.	
34,700	12,000	1FDYR82E5RVA14665	Diesel	Salt Spreader	
	Rear		Transmission		
	22,700		Automatic		
Trade-in Offer:				\$	\$ 6,000

Trade-in may be inspected by appointment only. Contact Larry Humphries, Fleet Services Manager, telephone 630/434-5950.

Trade-in offer accepted on this form only. Submit with the Vehicle Bid Sheet

TRANSMILANO Truck Group
Bidder's Firm Name


Signed Name & Title

776 N. York Road
Address

ERIC M. JENSEN
Print Name & Title

ELMHURST, IL 60126
City, State, Zip

630-341-9603
Phone Number

Date

MUNICIPAL REFERENCE LIST

Municipality: Village of Downers Grove
Address: 801 Burlington
Telephone # 630-634-5550
Contact Name Larry Humphreys

Municipality: Downers Grove Sanitary District
Address: 2710 ~~CH~~ Curtiss St. Downers Grove
Telephone # 630-675-4058
Contact Name Frank Furtak

Municipality: Metropolitan Water Reclamation District
Address: _____
Telephone # _____
Contact Name _____

Municipality: City of Chicago, Dept. of Fleet Mgt.
Address: 1685 North Throop Street Chicago, IL 60622
Telephone # 312-744-5228
Contact Name Kevin Campbell

Municipality: I.D.O.T. Bureau of Business Services
Address: 2300 S. Dirksen Parkway Springfield, IL 62764
Telephone # 317-782-7233
Contact Name Brad Siddens

Municipality: City of Elmhurst
Address: 209 N. York Street Elmhurst, IL 60126
Telephone # 630-~~4790~~ 530-3316
Contact Name _____

Municipality _____
Address: _____
Telephone # _____
Contact Name _____

Municipality _____
Address: _____
Telephone # _____
Contact Name _____

DETAIL EXCEPTIONS SHEET

EXCEPTIONS: Any exceptions must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH THE *BID/CONTRACT FORM*.

Bidder's exceptions are:

Item # _____

NO EXCEPTIONS

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____



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: TRANS CHICAGO TRUCK GROUP
ADDRESS: 776 N. YORK ROAD
CITY: ELMHURST, IL
STATE: IL
ZIP: 60126
PHONE: 630-279-0600 FAX: 630-279-0603
TAX ID #(TIN): 36-3198663

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: _____ DATE: _____

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to SINGLE AXLE Combination Dump, bidder TRANSCORP hereby certifies
(Name of Project) (Name of Bidder)
the following:

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder 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. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder 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. Bidder 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 Bidder 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. Bidder certifies that bidder 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 bidder, 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. Bidder 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. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

BIDDER'S CERTIFICATION (page 2 of 3)

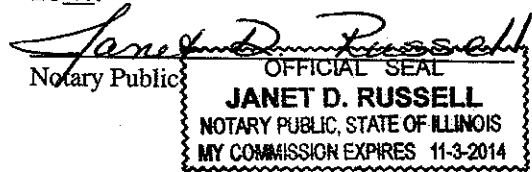
of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: ERIC JENSEN
Bidder's Authorized Agent

3	6	-	3	1	9	8	6	6	3
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER
or _____
Social Security Number

Subscribed and sworn to before me
this 4th day of February
2011.



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS
which operates under the Legal name of PATSON, Inc d/b/a TRANS Chicago TRUCK Group
and the full names of its Officers are as follows:

President: P. D. Cayce

Secretary: DP McCarthy

Treasurer: DP McCarthy

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:

BIDDER'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? yes

INSURER'S NAME Central Insurance Co.
AGENT Shepherd Insurance
Street Address 1200 W Carmel DR
City, State, Zip Code CARMEL, IN 46032
Telephone Number 317 846-5554

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

Print Name of Company: PATSON Inc d/b/a TransChicago TRUCK Group
Print Name and Title of Authorizing Signature: DAVID P. MCCARTHY
Signature: David P. McCarthy
Date: 2/4/11

Apprenticeship and Training Certification

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

Name of Bidder: PATON, Inc d/b/a TRAW Chicago TRUCK GROUP

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

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

Print Name and Title of Authorizing Signature: DAVID P. MCCARTHY

Signature: David P. McCarthy

Date: 2/4/11

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

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: PATSON, INC d/b/a TRANS Chicago TRUCK Group

Address: 776 N YORK Rd

City: ELmhurst, IL

Zip Code: 60126

Telephone: (630) 279-0600 Fax Number: (630) 279-0603

E-mail Address: ericjensen@TransChicago.Com

Authorized Company Signature: David P McCarthy

Print Signature Name: DAVID P McCarthy

Title of Official: Sec Trans

Date: 2/4/11

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.

David P. McCarthy ST
Signature

DAVID P. MCCARTHY
Print Name

☐ 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

P R O P O S A L

We've Moved!

AUTO TRUCK, INC

1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103

PHONE 630-860-5600 - FAX 630-860-5631

E-MAIL: sales@autotruck.com


**AUTO TRUCK
GROUP**

1881
Contact: LARRY HUMPHRIES
VILLAGE OF DOWNERS GROVE
700 CURTIS STREET

DOWNERS GROVE, IL 60515

Quote No : 302541
Quote Date : 2/3/2011
Expire Date: 3/5/2011
Sales Rep : 112
Phone No : 630-434-5950
Fax No : 630-434-5495

DOWNERS GROVE BID #: CFB-0-3-2011/TT SINGLE AXLE COMBINATION DUMP TRUCK

FORCE AMERICA HYDRAULIC SYSTEM	AS PER SPEC
VEHICLE LIGHTING SYSTEM	AS PER SPEC
HENDERSON 304 STAINLESS STEEL DUMP BODY	AS PER SPEC
HENDERSON PLOW HITCH	AS PER SPEC
TWO-WAY RADIO	AS PER SPEC
TRAINING	AS PER SPEC
INSTALL CUSTOMER SUPPLIED GPS	AS PER SPEC
TRAILER HITCH	AS PER SPEC

TOTAL PACKAGE \$ 71,513.00

*BREM WISE
(224) 567-1493*

Submitted By: _____ Accepted By: _____ Date: _____

Make : FREIGHTLINER
Model : M2
Year : 2011

Wheelbase : 0
Cab-Axle : 109
Body Paint: STAINLESS

VIN :
Trans : AUTO
Factory Ord:

Making Trucks Into Tools Since 1918

Chicago - Ft. Wayne - Colorado Springs - Louisville - Denver

ALEXANDER EQUIPMENT COMPANY INC.

Professional Arborist Equipment & Supplies

4728 Yender Avenue • Lisle, Illinois 60532 • 630/663-1400 • Fax 630/663-9754

www.alexequip.com • Email: info@alexequip.com

January 10, 2011

Mr. Larry Humphries
Village of Downers Grove

Dear Larry,

Thanks for your interest in the **Morbark Model M15R** brush chipper. I have prepared the following quote using **GSA Pricing under contract number GS-30F-0018N**.

- (1) **2011 Morbark Model M15R** brush chipper equipped with a **John Deere 140HP** turbo charged diesel engines and all standard options.

	LIST PRICE	GSA PRICE
BASE EQUIPMNET PRICE	\$52,000.00	\$43,680.00
10,000# TOUNGUE JACK	\$ 240.00	\$ 201.60
CENTRIFUGAL PRE CLEANER	\$ 230.00	\$ 193.20
AIR CLEANER INDICATOR	\$ 60.00	\$ 50.40
WHEEL CHOCKS AND HOLDERS	\$ 285.00	\$ 239.40
DISCHARGE CLEANOUT DOOR	\$ 155.00	\$ 130.20
HYDRAULIC SURGE BRAKES	\$ 1,475.00	\$ 1,239.00
AMBER STROBE LIGHTS	\$ 290.00	\$ 243.60
SET OF 235/75RX17.5 TIRES AND RIMS	\$ 225.00	\$ 189.00
TOTAL EQUIPMENT PRICE	\$54,960.00	\$46,166.40

ABOVE PRICE INCLUDES:

15" X 20" feed opening	56" wide infeed chute
Programmable reversing autofeed system	Pintle hitch/7prong connector
Single 8000lb axle	235/75r 17.5 radial tires
Heavy-duty L.E.D.lights	Hand crank discharge
Telescoping trailer tongue	Rake and shovel holder
Hydraulic feed wheel lift	Hydraulic down pressure
Delivery and training	30" diameter cutting drum
2 Year limited Morbark Warranty	5 Year 3000hr limited John Deere Warranty

DELIVERY: 30/45 days

TERMS: Net cash

Thanks again for your interest; I'll call in a few days to answer any questions you may have.

Regards,



Matthew Linn

