

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 10, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Facility Maintenance Plan Services Contract	Resolution Ordinance ✓ Motion Discussion Only	Michael Baker Deputy Village Manager

SYNOPSIS

A motion is requested to authorize award of a contract for completion of a facility maintenance plan to ISES Corporation of Stone Mountain, Georgia in the amount of \$38,075.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Top Quality Infrastructure & Facilities*. The 2012 Strategic Plan includes *Develop an Existing Facility Maintenance/Management Plan* as a High Priority Action Item.

FISCAL IMPACT

The FY2012 Budget includes \$50,000 in the General Fund for completion of a Facility Maintenance & Management Plan.

RECOMMENDATION

Approval on the April 10, 2012 consent agenda.

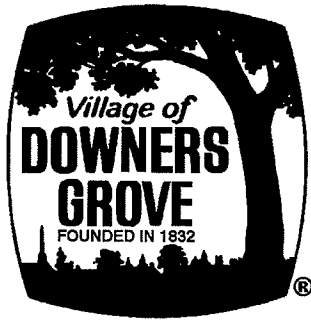
BACKGROUND

During the Village Council Strategic Planning discussion in September 2011, the development of a Facility Maintenance & Management Plan was identified as one of the Village's 2012 High Priority Action Items. Funding was included in the FY2012 Budget to support the use of a firm with strong expertise in the area of facility condition assessments and development of such a plan.

Based on the project plan for this High Priority Action Item, staff developed a request for proposal (RFP) seeking the lowest qualified vendor to provide the expertise necessary to assist with this project. Three firms responded to the RFP and were interviewed by an interdepartmental panel of Village staff members. The panel determined that ISES Corporation best met the established criteria. ISES Corporation has extensive experience performing similar assessments and has developed similar plans for organizations across the country, including Argonne National Laboratory, the City of Chicago, and the City of Spartanburg, South Carolina. ISES will perform a condition assessment of all major Village facilities, except Fire Station 2, and provide recommendations and cost estimate for long-term facility maintenance. Furthermore, after performing the assessment, the data and recommendations determined by ISES Corporation will be entered into a database that will allow the Village to develop better long-term plans and make more informed facility maintenance decisions.

ATTACHMENTS

Contract Documents
 High Priority Action Item Report



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: ISES Corporation

Project Name: Long-Term Facility Maintenance & Management Plan
Proposal No.: RFP-0-12-2012/tt
Proposal Due: March 13, 2012 at 5:00 p.m.
Pre-Proposal Conference: Not Applicable

Required of Awarded Contractor:
Certificate of Insurance: Yes

Legal Advertisement Published: February 24, 2012
Date Issued: February 24, 2012
This document consists of 22 pages.

Return **original, two duplicate copies, and one electronic copy in PDF format** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

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

Village of Downers Grove

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal.

Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **March 13, 2012 at 5:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, 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. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

4. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

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

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

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

9. SEXUAL HARASSMENT POLICY

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

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military

Village of Downers Grove

status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the

State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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

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

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend,

indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

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

- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal 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.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

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

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

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

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Contract 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 Contract, or in any report, opinions, and documents or otherwise.

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

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

21. GOVERNING LAW

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract 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 Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

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

27. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

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

III. DETAIL SPECIFICATIONS

Scope

The Village of Downers Grove is seeking proposals from qualified firms to assist in developing a long-range facility maintenance and management plan. The plan will include the following:

1. Detailed condition assessment of all systems (including, but not limited to building envelop, HVAC, electrical/lighting, plumbing, roofing, flooring, windows, security & safety systems, storage facilities, etc.) for the Village's major facilities, as listed below.
 - a. Village Hall & Fleet Maintenance Garage (801 Burlington Avenue)
 - b. Police Station (825 Burlington Avenue)
 - c. Public Works Facility (5101 Walnut Avenue)
 - d. Fire Station #1 (2560 Wisconsin Avenue)
 - e. Fire Station #3 (3900 Highland Avenue)
 - f. Fire Station #5 (6701 Main Street)
2. Recommended facility maintenance activities that will allow the Village to maintain these facilities in a flexible, sustainable and cost-effective manner that serves the needs of Village employees, other stakeholders who currently or may potentially depend on the facilities, as well as the larger community.
3. A comprehensive model for effective short, intermediate and long-term facility maintenance planning that Village staff can update and modify as maintenance activities are planned, budgeted for and implemented.

Background

Since 2009, the Village of Downers Grove has maintained a Long-Range Financial Plan that it relies upon to make strategic long-term decisions regarding operations and capital planning. Beginning in 2011, the plan focused heavily on the long-term capital needs of the Village. Village staff engaged the Village Council and community in detailed conversations regarding the needs associated with long-term capital and infrastructure maintenance and improvements. Discussions will continue in 2012 regarding the most appropriate means of funding the gap between total maintenance needs and available resources. More information regarding the Long-Range Financial Plan process is available on the Village website at the following link:

<http://www.downers.us/govt/long-range-financial-plan-lrpf>

Village facilities have been identified as one of the major systems that must be effectively maintained over the long-term to ensure that the Village effectively achieves its capital maintenance objectives. Efforts to date related to facility maintenance for the facilities listed above have largely focused around meeting maintenance requirements to keep the aging facilities operational. A facility needs study for the Village Hall, fleet maintenance garage, and police station was completed in 2007 and recommended improvements that are not financially feasible due to the Village's resource constraints and other infrastructure maintenance needs that have received a higher level priority. In addition, the Village's operational needs have changed significantly since that time as a result of the recession. Over the past four years, the Village has reduced its workforce by approximately 15%.

The website link to the 2007 facility needs study is:

<http://www.downers.us/govt/village-managers-office/facility-needs-assessment-study-report-2007>

Schedule

It is important that the firm selected by the Village to perform this work be able to work within the Village's schedule for completion of this project. The schedule described below is intended to allow the Village to incorporate the recommendations into its FY2013 Recommended Budget and Five-Year Capital Improvements Plan.

<u>Task/Deliverable</u>	<u>Timeframe</u>
1) Release of RFP	Friday, February 24, 2012
2) Proposals due	By 5:00 p.m. on March 13, 2012
2) Interviews with selected firms	Between March 21-23, 2012
4) First reading of contract at Village Council meeting	April 3, 2012
2) Approve contract with preferred firm	April 10, 2012
2) Submit preliminary recommendations	By June 15, 2012
3) Complete final report	By August 17, 2012

Selection Criteria

Selection criteria include the following:

- Company qualifications, experience and references
- Ability to demonstrate an understanding of the RFP and the Village's desired outcomes
- Written and verbal expression of methods, approaches and techniques of meeting the requirements of the RFP
- Ability to work in a collaborative team environment involving Village staff from across the organization.
- Overall contract cost

Proposal Requirements

In addition to all required forms contained in the RFP document, complete proposals must also include the following materials:

Submitting Firm and/or Team

On a single page, identify the submitting firm or other firms that may be members of a team submission. The key contact name, address, phone number and email address shall be listed for the submitting firm and all team members. The primary responsibilities for meeting the RFP requirements shall be listed for each member of team submissions.

Project Approach

Provide a detailed, but brief, written description of the approach and tasks the submitting firm and team members will use in fulfilling the requirements of the RFP

Qualifications

Briefly indicate the qualifications each team member and/or firm possesses and how these qualifications relate to the requirements of the RFP.

Experience

Describe only relevant, recent firm or individual experience for personnel who will be actively engaged in this project.

Submitting Firm and/or Team

On a single page, identify the submitting firm or other firms that may be members of a team submission. The key contact name, address, phone number and email address shall be listed for the submitting firm and all team members. The primary responsibilities for meeting the RFP requirements shall be listed for each member of team submissions.

Submitting Firm:

ISES Corporation
2165 West Park Court, Suite N
Stone Mountain, GA 30087
800.881.ISES / 770.879.7376
(This is our only office location)

Key Contact:

Dan Harrison
Executive Vice President
770.674.3109
danh@isescorp.com

Team Members:

Dan Harrison	Executive Vice President	770.674.3109	danh@isescorp.com
Norm Teahan	Senior Project Manager	770.674.3153	normant@isescorp.com
Doug Fredendall	Senior Project Engineer	770.939.9910	dougf@isescorp.com

Primary Responsibilities:

- Project Executive: Dan Harrison
Senior ISES executive with overall responsibility for client satisfaction
- Project Manager: Norm Teahan Jr., RA, AIA, NCARB
Primary client contact who manages and coordinates ISES' client work on a day-to-day basis
- FCA Team: Norm Teahan and Doug Fredendall
Comprised of architectural and engineering inspectors, this team performs the asset inspections, interviews client staff, creates and inputs data into AMS 2011, and drafts asset reports

Workload and Timely Completion of Work

Provide a statement indicating current work status of individuals assigned to this project. Also, include an assurance that the timelines established for this project will be met; along with any expectations you have for Village staff involved in the project to ensure on-time project completion.

While we strive to keep personnel busy at all times, the team assigned to this project will have no problem meeting the established timelines. The Village has allotted nine and one-half (9 ½) weeks between approval of contract and submission of preliminary recommendations, with another two months after for completion of final report. Our normal processes will provide completed final reports for a project of this size within ten (10) weeks of notice to proceed.

Cost Proposal

Include the proposed costs for the scope of services as listed within the RFP.

The proposed cost for the scope of services is a lump sum, fixed fee in the amount of \$38,075.

ISES will provide one year of hosting and access to the AMS 2011 database, free of charge. The first year commences upon delivery of final FCA report. After the first year, ISES will continue to host the database and provide access to Village of Downers Grove personnel pursuant to payment of a hosting fee in the amount of \$995 per concurrent user, per year with a minimum of two (2) concurrent users.

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

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

PROJECT APPROACH

These facilities will be inspected by ISES Corporation personnel. The inspections will be visual and non-destructive, and the data gathered will be utilized to develop a condition assessment report for each building. We will also request interviews with the building maintenance staff to investigate concerns. The finished product FCA reports will contain a comprehensive listing of prioritized and estimated recommendations for work required to restore the building to an "almost" new condition. We will identify not only what is currently wrong, but what is expected to require attention within the next ten years based on existing conditions and industry averages. All recognized deficiencies will be associated with a recommended corrective action project. Each project will be prioritized and have an associated budget cost estimate. All data relative to the FCA report will be developed in, and contained within, the ISES AMS 2011 (Asset Management System) web-enabled database. ISES will host this database system on our servers, and Village of Downers Grove personnel will have access to the system via the Internet.

AMS 2011 is the industry standard for maintaining and managing capital renewal and deferred maintenance databases. The system accommodates ongoing management and utilization of FCA information in an efficient manner, allowing facilities professionals to manage their portfolios – instead of being managed by deteriorating facilities conditions. The user can select an asset for specific data entry; enter, edit, or view various system data and settings, including photographs and CAD; print or view a wide array of reports produced by SAP™ Crystal Reports; generate on-the-fly search lists; create or edit master project data; and construct forecasting models of system financial data. Each deficiency is classified by the major property components identified for survey in the field. The Client will have the ability to edit fields and support tables to allow for client-specified classifications to be added to the above lists.

The inspection of the facility will address the followings areas:

- Exterior Envelope
- Interior Structure & Finishes
- Building Site (50 foot perimeter)
- Fire/Life Safety and Security
- ADA Compliance
- HVAC Systems
- Electrical System
- Plumbing System
- Vertical Transportation
- Health-Related Issues (asbestos, IAQ, etc.)

Identified facility deficiencies will be documented using digital photography, and project recommendations will be located on CAD floor plans (if provided by the owner). All identified deficiencies will be associated with a recommended corrective action project. Each project will be prioritized and have an associated budget cost estimate. The finished reports will be delivered in hard copy and PDF format to your office.

ISES will provide one year of hosting and access to the AMS 2011 database, free of charge. The first year commences upon delivery of final FCA report. After the first year, ISES will continue to host the database and provide access to your personnel pursuant to payment of a hosting fee. (*Pricing information can be found on page 14.*)

Village of Downers Grove Project Approach

A complete working demonstration of AMS 2011 can be viewed by visiting ISES on the Internet via the ISES homepage (<http://www.isescorp.com>). Click on the green Request Demo button in the upper right-hand corner to register for login information. You may also use the ISES URL address <https://ams2011.isescorp.com> to obtain access. You will need the following information:

- Name: demo
- Password: demodemo1
- Select "AMS Precise"

Because the Asset Management System is web-enabled and hosted in an ASP environment, there are no minimal hardware specifications. It is compatible with Windows Internet Explorer 7.0 or higher, as well as comparable browser systems, such as Firefox and Google Chrome.

Village of Downers Grove
Team Member Qualifications

DANIEL CURTIS HARRISON
Executive Vice President

Years of Experience
29

Education
BSCE, University of
Alabama

Professional Affiliations
APPA
NACUBO
NASFA

Publications

- *Facilities Manager*
- *CASH Register*
- *Facility Manager's
Maintenance Handbook*

Work Experience

Mr. Harrison has nearly 30 years of progressive experience in the facilities management and engineering fields. He has held key leadership positions in several large plant maintenance organizations and is well-versed in all aspects of facilities management, including maintenance and utility operations, facilities planning, outsourcing, service contract management, construction management, preventive maintenance planning, and work control.

Starting with ISES Corporation in early 1992, he quickly progressed through the ranks of FCA inspection personnel, moving on to first manage key projects, then conduct numerous special studies (benchmarking, staffing, organization review, among others), eventually becoming Executive Vice President of the corporation. In this role, he routinely provides presentations and lectures to various organizations nationwide on the capabilities of ISES Corporation as well as facility condition analysis trends and methodologies. He has presented results of findings to numerous legislative committees and Boards of Trustees. He is also responsible for all corporate production operations and development of new service offerings.

Prior to joining ISES Corporation, Mr. Harrison was a member of the United States Navy's Civil Engineer Corps. Serving for nine years, he gained invaluable experience in the art and science of facilities management and operations.

Summary of Relevant Qualifications

Facility Condition Assessment (University of Michigan): Project management and coordination responsibilities for a multi-year, multiple phase FCA project encompassing 20 million GSF (to date) and more than 500 facilities.

State of Nevada Planning Commission for the New Construction, Design, Maintenance, and Repair of School Facilities: Developed a statewide reporting system, complete with a central database for cataloging facility deficiencies for all 17 school districts throughout the state. This project covered more than 400 schools with 27 million GSF.

Facility Condition Assessment (City of Chicago): Project Executive/Manager for a citywide facility condition assessment project. The FCA project includes identification of more than 500 structures, with physical inspection and reporting for 312 structures with over 6 million GSF.

Naval Education and Training Center, Newport, Rhode Island: Production Officer, which included responsibility for overall leadership and daily direction of the Production Department. This department (which included the Maintenance, Utility, and Transportation Shops, along with work control and service contract management divisions) had over 350 employees and an annual \$18 million operating budget. This position also included responsibility for maintaining structures registered on the National Register of Historic Places.

Village of Downers Grove
Team Member Qualifications

NORMAN S. TEAHAN, JR., RA, AIA, NCARB
Senior Project Manager

Years of Experience
41

Education
Bachelor of Architecture -
The Georgia Institute of
Technology, School of
Architecture, 1971

Licenses/Registrations
Registered Architect in the
states of Georgia,
Massachusetts, New
Jersey, New Hampshire,
New York, Nevada, Ohio,
Texas, and Utah

Professional Affiliations
American Institute of
Architects (AIA)

National Council of
Architectural Registration
Boards (NCARB)

Work Experience

Mr. Teahan earned a Bachelor of Architecture in 1971 from the Georgia Institute of Technology, School of Architecture, in the five-year curriculum. His experience is diversified through commercial, residential, hotel, educational, athletic, medical, correctional, and space planning projects. He is familiar with all phases of project development, from site analysis through post-project evaluation. He has specialized in project evaluation inspections, project construction inspections, final inspections, roofing system inspections and evaluations, and post-disaster facility condition inspections. He is a registered Architect in the states of Georgia, Massachusetts, New Hampshire, New Jersey, New York, Nevada, Ohio, Texas, and Utah and is also a member of the AIA and the NCARB.

Summary of Relevant Qualifications

Disaster Condition Assessment (LSU Charity Hospitals, pre- and post-hurricane Katrina): Project management for hazardous waste FCA of two charity hospitals and two support buildings, totaling 1,500,000 GSF.

Facility Condition Assessment (University of Iowa): Project management and coordination responsibilities for a multi-year, multiple phase FCA project encompassing 15,500,000 GSF and 146 facilities (to date).

Facility Condition Assessment (California State University, Long Beach): Project management and coordination responsibilities for a multi-year, multiple phase FCA project encompassing almost 3,000,000 GSF and 55 facilities (to date).

Facility Condition Assessment (Cornell University): Project management and coordination responsibilities for a multi-year, multiple phase FCA project encompassing almost 2,000,000 GSF and 105 facilities (to date).

Facility Condition Assessment (REX Hospital - Raleigh, NC): Project management and coordination responsibilities for an FCA project of a 25 building hospital and health care complex.

Facility Condition Assessment (City of Chicago): Project management and coordination responsibilities for an FCA project of 308 buildings, encompassing over 8,500,000 GSF, which are city-owned and maintained by General Services.

Facility Condition Assessment (Los Alamos County, NM): Project Management and coordination responsibilities for 420,000 GSF and 21 buildings;

Village of Downers Grove
Team Member Qualifications

DOUGLAS L. FREDENDALL
Senior Facility Analyst

Years of Experience

38

Education

B.S, Architectural
Engineering, Kansas State
University

A.S., Engineering, Seward
County Community College

Professional Affiliations

American Institute of Plant
Engineers

American Society of
Heating, Refrigeration, and
Air Conditioning Engineers

Association of Physical
Plant Engineers

Honors/Awards

Honorable Discharge, U.S.
Army, Armor, SSgt

Honorable Discharge,
Kansas National Guard,
Field Artillery, SSgt

Work Experience

Mr. Fredendall's balanced design-build, construction management, facility operations management/reorganization, CMMS implementation, and facility condition analysis experience make him uniquely qualified to perform assessment and facility management consulting services for industrial, institutional, military, correctional, educational, healthcare, retail, and residential entities.

Built on a platform of hands-on construction experience, his career initially focused on complete integrated design/build contracting, resulting in an impressive resume of completed projects, including shopping malls, parking decks, midrise professional offices towers, custom housing, specialized warehouse and industrial structures, clinical labs, and clinical offices.

The last two+ decades of professional experience have focused on facility condition analysis, facility component life cycle modeling, energy use analysis, personnel and process management, training, CMMS implementation, and long-range facility budget planning.

Summary of Relevant Qualifications

Mr. Fredendall has performed services for numerous clients in a variety of areas, including

- Facility Condition Analysis and Reporting (3,950+ facilities)
- Infrastructure Analysis and Reporting (19 sites)
- Pre-Purchase Analysis and Reporting (21 sites)
- JCAHO Pre-Inspection Facility Evaluation (13 sites)
- Condition Assessment using Parsons International media - Comet (5 sites)
- Development of Operating Budgets and Mission Statements (3 sites)
- Implementation of CMMS Systems, Institutional Environment (2 sites)
- Management of Architectural and Engineering Services (2 firms)

Village of Downers Grove Team Member Qualifications



Dates of Services
2009 – 2010

Size
9.1 million GSF

Contract Type
Lump Sum

Services

- Facility Condition Assessment
- Deferred Maintenance Planning

Contact
Mr. Doug Marsh
Associate Vice President and
University Architect
200 Facilities Building
Notre Dame, IN 46556
574.631.4200
marsh.14@nd.edu

ISES was contracted by the University of Notre Dame to conduct a comprehensive Facility Condition Analysis study of the entire campus in South Bend. This project was conducted in two separate phases: inspection of 44 core buildings with 4.3 million gross square feet occurred in late summer 2009, and the inspection of the balance of the campus (92 buildings with 4.7 million square feet) occurred in the spring of 2010.

As an example of successful partnering between ISES and institutions of higher education, the University and ISES worked closely to develop comprehensive standards for FCA data development. This development of standards included prioritization of needs in a manner consistent with University requirements, scrubbing of the database to identify needs vs. wants – with the majority of the wants being purged. We also developed for the University a three-part prioritization matrix for building ranking that takes into account the importance of building to the campus mission, the impact of a building upon the campus population, and the historic or iconic importance of a structure. When this matrix was applied to the FCA data as a whole, it allowed the University to produce a comprehensive priority ranking of needs across the entire campus.

The Office of the University Architect, working hand-in-hand with the ISES management staff, produced and delivered a series of comprehensive presentations to senior campus leadership. These presentations outlined the total need for the campus, the planned course of action, and the funding necessary to implement these actions. By virtue of having a well-documented plan of action, approval of the submitted plan was readily obtained.



Dates of Services
1993-Present

Size
5.8 million GSF

Contract Type
Lump Sum

Services

- Facility Condition Assessment
- Infrastructure Analysis
- Security Analysis
- CMMS Implementation
- O&M

In 1993, Argonne National Laboratory (ANL) embarked upon a program of condition assessment for all facilities at the ANL site. Initially, the staff was utilizing a handheld data capture system developed by the Department of Energy. ISES was hired by ANL to help implement the program using the existing resources. During the course of training ANL personnel, it became apparent that the handheld system was extremely difficult to utilize and did not effectively report data out of the system. ANL chose to perform a test run utilizing the ISES system of condition inspection. Using our method, ISES was able to inspect the entire site in a timely manner and for less than one-third of the cost of the previous handheld application inspection.

Given the experience of the pilot program, ANL chose ISES as the provider of choice for condition assessment services at this prestigious national research laboratory. During the mid-1990s, ISES personnel inspected all existing assets at the ANL site and reported their condition.

For nearly 20 years now, ISES personnel have proceeded to update the ANL database on an annual basis. The update cycle was originally timed to

Village of Downers Grove Team Member Qualifications

Contact

Mr. Mark Boehlen
Plant Facilities Services
PFS, Building 214
9700 South Cass Avenue
Argonne, IL 60439
630.252.4045

occur over a three-year period, but it has since grown to a four-year cycle due to the addition of an entire new operation, plus inclusion of the site infrastructure in the database.

In addition to providing these services, ISES personnel have assisted senior management at ANL in the preparation of O&M studies, selection and implementation of a new CMMS system, and various needs analyses. Studies and data provided by ISES have consistently helped senior management at ANL support budget requests and effectively manage their facilities portfolio.



Date of Services
2010

Size
400,000 GSF

Contract Type
Lump Sum

Services

- Facility Condition Assessment
- Utility/Hardscape Condition Assessment

Contact
Dr. Vicky Smith
President
McHenry County College
8900 US Highway 14
Crystal Lake, IL 60012-2761
815.455.8725
vsmith@mchenry.edu

The McHenry County College (MCC) portfolio consists of 10 facilities covering approximately 385,380 square feet on one campus, ancillary site infrastructure, and an offsite facility with an additional 13,339 sq ft.

In 2010, as part of a strategic planning initiative, the College requested that ISES Corporation submit a proposal to conduct a visual, nondestructive examination of the facilities and to develop a comprehensive database of existing conditions for the campus, detailing current deficiencies and anticipated capital needs for the ensuing 10 years. Additionally, the College requested a visual-only, nondestructive condition assessment of all utility infrastructure and hardscape systems.

The resulting comprehensive condition audit and capital renewal analysis report summarized for the College a list of capital improvement recommendations to be made over the next 10 years. It found that the buildings are in better than average condition, but aging and nearing the end of their anticipated service life cycles and therefore due for capital renewal.

With the insights and funding models provided by ISES, MCC has become better equipped to proceed with its strategic and long-range capital and infrastructure planning.

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
<u>ISES Corporation</u> Company Name	Date: <u>March 12, 2012</u>
<u>2165 West Park Court, Suite N</u> Street Address of Company	<u>gee@isescorp.com</u> Email Address
<u>Stone Mountain, GA 30087</u> City, State, Zip	<u>Ed Gee</u> Contact Name (Print)
<u>800.881.ISES (4737) / 770.879.7376</u> Business Phone	<u>404.444.4222</u> 13-Hour Telephone
<u>770.879.7825</u> Fax	 Signature of Officer, Partner or Sole Proprietor
 ATTEST If a Corporation  Signature of Corporation Secretary	<u>Edward H. Gee, President</u> Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



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: ISES Corporation
ADDRESS: 2165 West Park Court, Suite N
CITY: Stone Mountain
STATE: Georgia
ZIP: 30087
PHONE: 770.879.7376 **FAX:** 770.879.7825
TAX ID #(TIN): 58-1428942

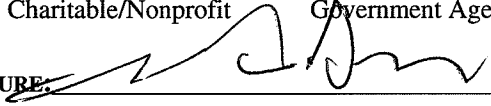
(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE:  **DATE:** March 12, 2012

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Long-Term Facility Maintenance & Management Plan, Proposer ISES Corporation hereby certifies
(Name of Project) (Name of Proposer)
the following:

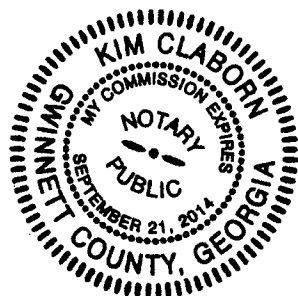
1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

5	8	-	1	4	2	8	9	4	2
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number



Subscribed and sworn to before me
this 12 day of March, 2012.


Notary Public

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Edward H. Gee

Secretary: Eileen H. Gee

Treasurer: Eileen H. Gee

and it does have a corporate seal. (In the event that this Proposal 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:

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 Proposer 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 Great American Insurance Company; Hartford Casualty Insurance Company; and Westchester Fire Insurance Company

Agent Lori Sisson, Account Manager, Cobbs, Allen & Hall

Street Address 115 Office Park Drive, Suite 200

PROPOSER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

City, State, Zip Code Birmingham, AL 35223

Telephone Number 205.414.8100

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

Print Name of Company: ISES Corporation

Print Name and Title of Authorizing Signature: Edward H. Gee

Signature: 

Date: March 12, 2012

Suspension or Debarment Certificate

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

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

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

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

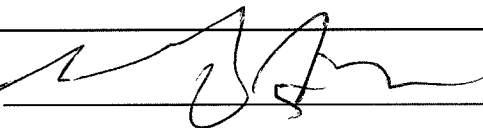
Company Name: ISES Corporation

Address: 2165 West Park Court, Suite N

City: Stone Mountain Zip Code: 30087

Telephone: (770) 879-7376 Fax Number: (770) 879-7825

E-mail Address:
gee@isescorp.com

Authorized Company Signature: 

(Print)Name: Edward H. Gee Title of Official: President

Date: March 12, 2012

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.

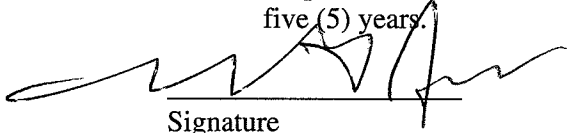
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 or proposal 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:

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



Signature

Edward H. Gee
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name