

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**NOVEMBER 6, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Planned Maintenance of Village Generators	Resolution Ordinance ✓ Motion Discussion Only	Michael Baker Deputy Village Manager

**SYNOPSIS**

A motion is requested to authorize award of a contract to Cummins NPower LLC in the amount of \$44,858.16 for a five (5) year contract for generator maintenance of 10 generators.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Top Quality Infrastructures*.

**FISCAL IMPACT**

The FY12 budget includes \$8,000 in the General Fund for this contract.

**RECOMMENDATION**

Approval on the November 6, 2012 consent agenda

**BACKGROUND**

This contract provides for maintenance activities to be performed by a qualified specialist on the 10 generators owned by the Village. A request-for-proposal (RFP) was published for this work, for which the Village received two proposals.

- |                    |             |
|--------------------|-------------|
| 1. Cummins NPower  | \$44,858.16 |
| 2. Alternate Power | \$58,248.00 |

Cummins is a large company which manufactured many of the generators owned by the Village. Staff has reviewed the company's qualifications and contacted references and is satisfied that this vendor will perform effectively.

**ATTACHMENTS**

Contract Documents



## ® REQUEST FOR PROPOSAL

Name of Proposing Company: \_\_\_\_\_

Project Name: GENERATOR MAINTENANCE  
Proposal Due: September 17, 2012, 4:00 p.m.  
Proposal No.: RFP-0-33-2012/TT  
Pre-Proposal Conference None

**Required of All Proposers:**

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

**Required of Awarded Contractor:**

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

Legal Advertisement Published: September 4, 2012  
Date Issued: September 4, 2012  
This document consists of 28 pages.

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

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://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
- 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, 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 **September 17, 2012, 4:00 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.
- 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

## Village of Downers Grove

the requirements of the Contract Documents considered severally and collectively.

### 3. PRE- PROPOSAL CONFERENCE

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

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### 4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of 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.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of 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.

### 5. SECURITY FOR PERFORMANCE

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

### 6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

**7. TAX EXEMPTION**

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

**8. RESERVED RIGHTS**

8.1 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**

**9. VILLAGE ORDINANCES**

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

**10. USE OF VILLAGE'S NAME**

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

**11. SPECIAL HANDLING**

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

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**13. NONDISCRIMINATION**

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

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

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

**14. SEXUAL HARASSMENT POLICY**

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

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

**15. EQUAL EMPLOYMENT OPPORTUNITY**

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

- 15.1.1 That it will not discriminate against any employee or applicant for employment

## Village of Downers Grove

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection 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.

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



## Village of Downers Grove

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.

### **16. DRUG FREE WORK PLACE**

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

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

### **17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer 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

## Village of Downers Grove

shall comply with such Act. As required by the Act, Proposer 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.

### **18. PREVAILING WAGE ACT**

- 18.1 If applicable, Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 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 shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **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 A 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.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 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.*

Village of Downers Grove

**19. PATRIOT ACT COMPLIANCE**

19.1 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.

**20. INSURANCE REQUIREMENTS**

20.1 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

Village of Downers Grove

Umbrella Liability

\$ 5,000,000

- 20.2 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".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 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.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, 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 the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 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 insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The

## Village of Downers Grove

Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **21. COPYRIGHT/PATENT INFRINGEMENT**

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

### **22. COMPLIANCE WITH OSHA STANDARDS**

- 22.1 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.

### **23. CERCLA INDEMNIFICATION**

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

## Village of Downers Grove

### **24. BUY AMERICA**

- 24.1 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).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

### **25. CAMPAIGN DISCLOSURE**

- 25.1 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 submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 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.
- 25.3 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.
- 25.4 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.

### **26. SUBLETTING OF CONTRACT**

- 26.1 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 Contractor from their obligation or change the terms of the contract.

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

### **27. TERM OF CONTRACT**

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

**28. TERMINATION OF CONTRACT**

28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village. In the event of 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 Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**29. BILLING & PAYMENT PROCEDURES**

29.1 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.

29.2 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 Contractor 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.

29.3 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.

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

**30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

30.1 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.

**31. STANDARD OF CARE**

31.1 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.

31.2 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.

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

**32. GOVERNING LAW**

32.1 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.

**33. SUCCESSORS AND ASSIGNS**

33.1 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.

**34. WAIVER OF CONTRACT BREACH**

34.1 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.

**35. AMENDMENT**

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

**36. NOT TO EXCEED CONTRACT**

36.1 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 initial contract.



Village of Downers Grove

36.2 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)

**37. SEVERABILITY OF INVALID PROVISIONS**

37.1 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.

**38. NOTICE**

38.1 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.

**39. COOPERATION WITH FOIA COMPLIANCE**

39.1 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**  
**GENERATOR MAINTENANCE**

The Village Of Downers Grove is seeking a qualified contractor to provide generator maintenance on the listed generators per the following specifications:

Inspections will be semi-annual (2X per year) on an agreed date and time. The inspections will include:

1. Inspect entire equipment for any oil, water and fuel leaks.
2. Inspect exhaust system and inlet system.
3. The entire equipment shall be lubricated and oil changed if more than 50 hours run time or a minimum of once per year. Used oil to be disposed of per OSHA and EPA guidelines.
4. Inspect condition and tension of all belts.
5. Inspect cooling system to include condition of coolant, hoses, radiator and inlet/outlet dampers.
6. Inspect fuel system to include carburetor, flex lines and regulator.
7. Check condition of batteries and battery charge rate.
8. Inspect air cleaner or change element as required.
9. Inspect brushes and slip rings when necessary.
10. Inspect generator control and engine wiring.
11. Inspect AC wiring at generator and automatic transfer switch.
12. Check all instruments for proper operation.
13. After completing all of the above, run generator set and conduct testing (under load when practical).
14. Check automatic transfer switches for proper operation to include logic, time delays, contacts, exercise cycle and switching of power source.

Village of Downers Grove

15. Submit a report of this inspection to Building Services Manager and advise of any further work required or needed. Agreement price to include material, labor, travel time and mileage to perform the services listed. Agreement will include cost of oil, oil filters, fuel filters and coolant filters.

Bid to include (2) inspections per year on equipment listed below and related transfer switches. Cost to include one (1) Two Hour External Load Test per year to be performed on the Onan 100KW located at the Police Department.

Manufacture	Location	Model
1. Cummins Onan	Village Hall	15JC-3CR (N.G.)
2. Cummins Onan	Village Hall	100BTG2 (Diesel)
3. Cummins Onan	Police Dept.	45EM-15R (N.G.)
4. Cummins Onan	Police Dept.	100DGDB (Diesel)
5. Cummins Onan	Fire Station 3	35EK/71672 (N.G.)
6. Cummins Onan	Fire Station 5	60GGHE-5569048 (NG)
7. Kohler/Spectrum	Public Works	100GS60 (N.G.)
8. Cummins Onan	Parking Deck	80 KW (N.G.)
9. Katolight	Fire Station 1	60KW (N.G.)
10. Caterpillar	Fire Station 2	G3412TA450KW (N.G.)

Contractors should submit price for a 1 year contract and for 5 year contract to be paid annually. Contractors must be available for emergency repairs at all times (during and after normal business hours, weekends and holidays).



Date: 09-07-2012

VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
ATTN: ACCOUNTS PAYABLE

DOWNERS GROVE, IL 60515

Re: Planned Maintenance Proposal

Attention: Dan Fitzpatrick

Cummins NPower LLC is a premier engine and power generation systems distributor committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins NPower to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can immediately tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually 30 days prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me.

We look forward to the opportunity to earn your trust and business.

Sincerely,

Jeffery Dudas  
Planned Maintenance Sales  
Direct: / Fax: / Cell: 708-522-9904  
jeffery.m.dudas@cummins.com

Cummins NPower LLC  
1600 Buerkle Road  
White Bear Lake, MN 55110  
Phone 651 636 1000  
npower.cummins.com



Chicago Branch  
 7145 Santa Fe Drive  
 Hodgkins, IL 60525  
 708-579-9222

### PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
VILLAGE OF DOWNERS GROVE 801 BURLINGTON AVENUE ATTN: ACCOUNTS PAYABLE  DOWNERS GROVE, IL 60515	Contact: Dan Fitzpatrick Phone: 630-434-5551 Fax:	Quote Date: 09-07-2012 Quote Expires: 12-06-2012 Quote Number: HW312-000043 Quoted By: Jeffery Dudas Quote Term: 5 Years

### UNIT INFORMATION

Site	Unit Number	Unit Address	City	State	Zip
1	Fire Station 1	2540 Wisconsin	DOWNERS GROVE	IL	60515
2	FIRE STATION #3	3701 Highland Ave.	DOWNERS GROVE	IL	60515
3	Public Works Bldg	5101 Walnut	DOWNERS GROVE	IL	60515
4	Fire Station 2	5420 Main Street	DOWNERS GROVE	IL	60515
5	FIRE STATION 5	6701 Main Street	DOWNERS GROVE	IL	60515
6	VILLAGE HALL & 911	801 Burlington Ave.	DOWNERS GROVE	IL	60515
7	VILLAGE HALL & 911	801 Burlington Ave	DOWNERS GROVE	IL	60515
8	PD	825 Burlington Ave.	DOWNERS GROVE	IL	60515
	PD 911 CTR	825 Burlington Ave.	DOWNERS GROVE	IL	60515
9	Parking Deck	942 Curtiss	DOWNERS GROVE	IL	60515

Site	Unit Number	Manufacturer	Product Model	Serial Number
1	Fire Station 1	Katolight	60KW NG	
2	FIRE STATION #3	ONAN	35EK/71672C	K940559793
3	Public Works Bldg	Kohler Spectrum	100GS60	386221
4	Fire Station 2	Caterpillar	450KW NG	
5	FIRE STATION 5	Cummins	65.0GGHE	I020416397
6	VILLAGE HALL & 91	ONAN	15JC-3CR/11837AA	J760177940
7	VILLAGE HALL & 91	ONAN	100BT6.2/38986E	I900349108
8	PD	Cummins	100DGDB-4486702/M	H000143391
	PD 911 CTR	Cummins	45.0EM	J780366814
9	Parking Deck	Cummins Onan	80KW	

### SERVICE INFORMATION

Site	Unit Number	Year	Service Event	Qty.	Sell Price	Extended Price
1	Fire Station 1	1	Full Service	1	468.08	\$468.08
		1	Inspection	1	318.00	\$318.00
		2	Full Service	1	472.76	\$472.76
		2	Inspection	1	321.18	\$321.18
		3	Full Service	1	477.49	\$477.49
		3	Inspection	1	324.39	\$324.39
		4	Full Service	1	482.26	\$482.26
		4	Inspection	1	327.63	\$327.63
		5	Full Service	1	487.08	\$487.08



Chicago Branch  
 7145 Santa Fe Drive  
 Hodgkins, IL 60525  
 708-579-9222

**PLANNED MAINTENANCE AGREEMENT**

		5	Inspection	1	330.91	\$330.91
2	FIRE STATION #3	1	Full Service	1	411.68	\$411.68
		1	Inspection	1	272.00	\$272.00
		2	Full Service	1	415.80	\$415.80
		2	Inspection	1	274.72	\$274.72
		3	Full Service	1	419.96	\$419.96
		3	Inspection	1	277.47	\$277.47
		4	Full Service	1	424.16	\$424.16
		4	Inspection	1	280.24	\$280.24
		5	Full Service	1	428.40	\$428.40
		5	Inspection	1	283.04	\$283.04
3	Public Works Bldg	1	Full Service	1	468.08	\$468.08
		1	Inspection	1	318.00	\$318.00
		2	Full Service	1	472.76	\$472.76
		2	Inspection	1	321.18	\$321.18
		3	Full Service	1	477.49	\$477.49
		3	Inspection	1	324.39	\$324.39
		4	Full Service	1	482.26	\$482.26
		4	Inspection	1	327.63	\$327.63
		5	Full Service	1	487.08	\$487.08
		5	Inspection	1	330.91	\$330.91
4	Fire Station 2	1	Full Service	1	1,002.41	\$1,002.41
		1	Inspection	1	375.60	\$375.60
		2	Full Service	1	1,012.43	\$1,012.43
		2	Inspection	1	379.36	\$379.36
		3	Full Service	1	1,022.55	\$1,022.55
		3	Inspection	1	383.15	\$383.15
		4	Full Service	1	1,032.78	\$1,032.78
		4	Inspection	1	386.98	\$386.98
		5	Full Service	1	1,043.11	\$1,043.11
		5	Inspection	1	390.85	\$390.85
5	FIRE STATION 5	1	Full Service	1	468.08	\$468.08
		1	Inspection	1	318.00	\$318.00
		2	Full Service	1	472.76	\$472.76
		2	Inspection	1	321.18	\$321.18
		3	Full Service	1	477.49	\$477.49
		3	Inspection	1	324.39	\$324.39
		4	Full Service	1	482.26	\$482.26
		4	Inspection	1	327.63	\$327.63
		5	Full Service	1	487.08	\$487.08
		5	Inspection	1	330.91	\$330.91
6	VILLAGE HALL & 91	1	Full Service	1	361.68	\$361.68
		1	Inspection	1	270.00	\$270.00
		2	Full Service	1	365.30	\$365.30
		2	Inspection	1	272.70	\$272.70



Chicago Branch  
 7145 Santa Fe Drive  
 Hodgkins, IL 60525  
 708-579-9222

**PLANNED MAINTENANCE AGREEMENT**

		3	Full Service	1	368.95	\$368.95
		3	Inspection	1	275.43	\$275.43
		4	Full Service	1	372.64	\$372.64
		4	Inspection	1	278.18	\$278.18
		5	Full Service	1	376.37	\$376.37
		5	Inspection	1	280.96	\$280.96
7		1	Full Service	1	500.32	\$500.32
		1	Inspection	1	270.00	\$270.00
		2	Full Service	1	505.32	\$505.32
		2	Inspection	1	272.70	\$272.70
		3	Full Service	1	510.37	\$510.37
		3	Inspection	1	275.43	\$275.43
		4	Full Service	1	515.47	\$515.47
		4	Inspection	1	278.18	\$278.18
		5	Full Service	1	520.62	\$520.62
		5	Inspection	1	280.96	\$280.96
8	PD	1	Full Service	1	500.32	\$500.32
		1	Inspection	1	270.00	\$270.00
		1	Loadbank Testing	1	736.00	\$736.00
		2	Full Service	1	505.32	\$505.32
		2	Inspection	1	272.70	\$272.70
		2	Loadbank Testing	1	743.36	\$743.36
		3	Full Service	1	510.37	\$510.37
		3	Inspection	1	275.43	\$275.43
		3	Loadbank Testing	1	750.79	\$750.79
		4	Full Service	1	515.47	\$515.47
		4	Inspection	1	278.18	\$278.18
		4	Loadbank Testing	1	758.30	\$758.30
		5	Full Service	1	520.62	\$520.62
		5	Inspection	1	280.96	\$280.96
		5	Loadbank Testing	1	765.88	\$765.88
	PD 911 CTR	1	Full Service	1	409.68	\$409.68
		1	Inspection	1	270.00	\$270.00
		2	Full Service	1	413.78	\$413.78
		2	Inspection	1	272.70	\$272.70
		3	Full Service	1	417.92	\$417.92
		3	Inspection	1	275.43	\$275.43
		4	Full Service	1	422.10	\$422.10
		4	Inspection	1	278.18	\$278.18
		5	Full Service	1	426.32	\$426.32
		5	Inspection	1	280.96	\$280.96
9	Parking Deck	1	Full Service	1	468.08	\$468.08
		1	Inspection	1	318.00	\$318.00
		2	Full Service	1	472.76	\$472.76
		2	Inspection	1	321.18	\$321.18



Chicago Branch  
7145 Santa Fe Drive  
Hodgkins, IL 60525  
708-579-9222

### PLANNED MAINTENANCE AGREEMENT

3	Full Service	1	477.49	\$477.49
3	Inspection	1	324.39	\$324.39
4	Full Service	1	482.26	\$482.26
4	Inspection	1	327.63	\$327.63
5	Full Service	1	487.08	\$487.08
5	Inspection	1	330.91	\$330.91





Chicago Branch  
7145 Santa Fe Drive  
Hodgkins, IL 60525  
708-579-9222

### PLANNED MAINTENANCE AGREEMENT

**Contract Notes:**

This quote is in reference to RFP-0-33-2012/TT

Standard Agreement Amount: \$44,858.16

Proposal Total: \$44,858.16

**Customer Approval** \_\_\_\_\_

**Cummins NPower LLC** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

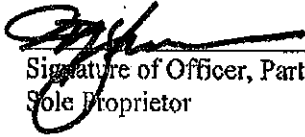
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

<b>PROPOSER:</b>	
<u>Cummins NPower LLC</u> Company Name	Date: <u>9/7/12</u>
<u>7145 Somea Fe Drive</u> Street Address of Company	_____ Email Address
<u>Rodgkms, IL 60525</u> City, State, Zip	<u>Jeff Dudas</u> Contact Name (Print)
_____ Business Phone	_____ 24-Hour Telephone
_____ Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Robert N. Shockman</u> Vice President Power Generation Cummins NPower, LLC
<u>Jeff Roelsen</u> Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

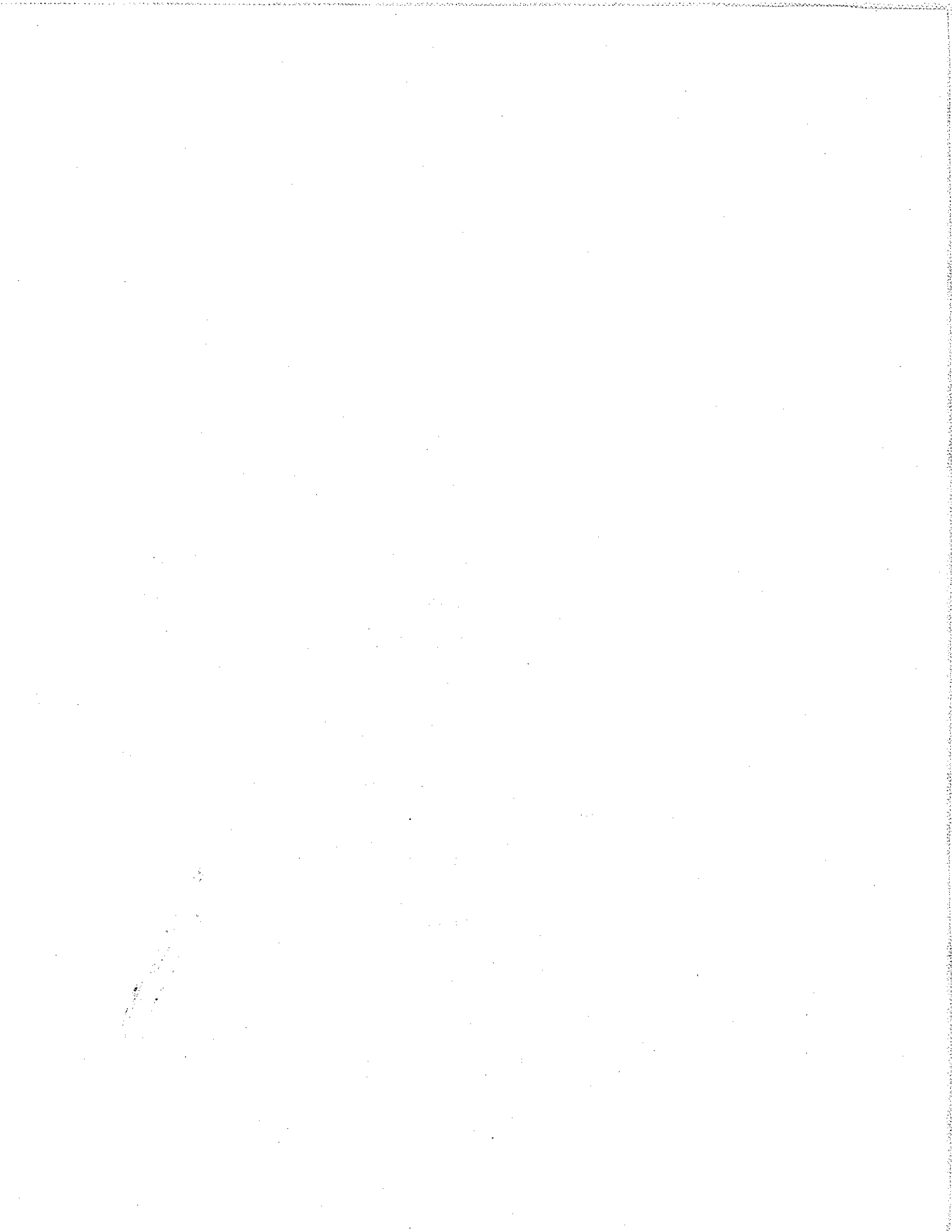
\_\_\_\_\_  
Date

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.



Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Cummins NPower LLC  
ADDRESS: 1600 Burkle Rd  
CITY: White Bear Lake  
STATE: MN  
ZIP: 55110  
PHONE: 651-636-1000 FAX: 651-286-2111  
TAX ID #(TIN): 01-0548360

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

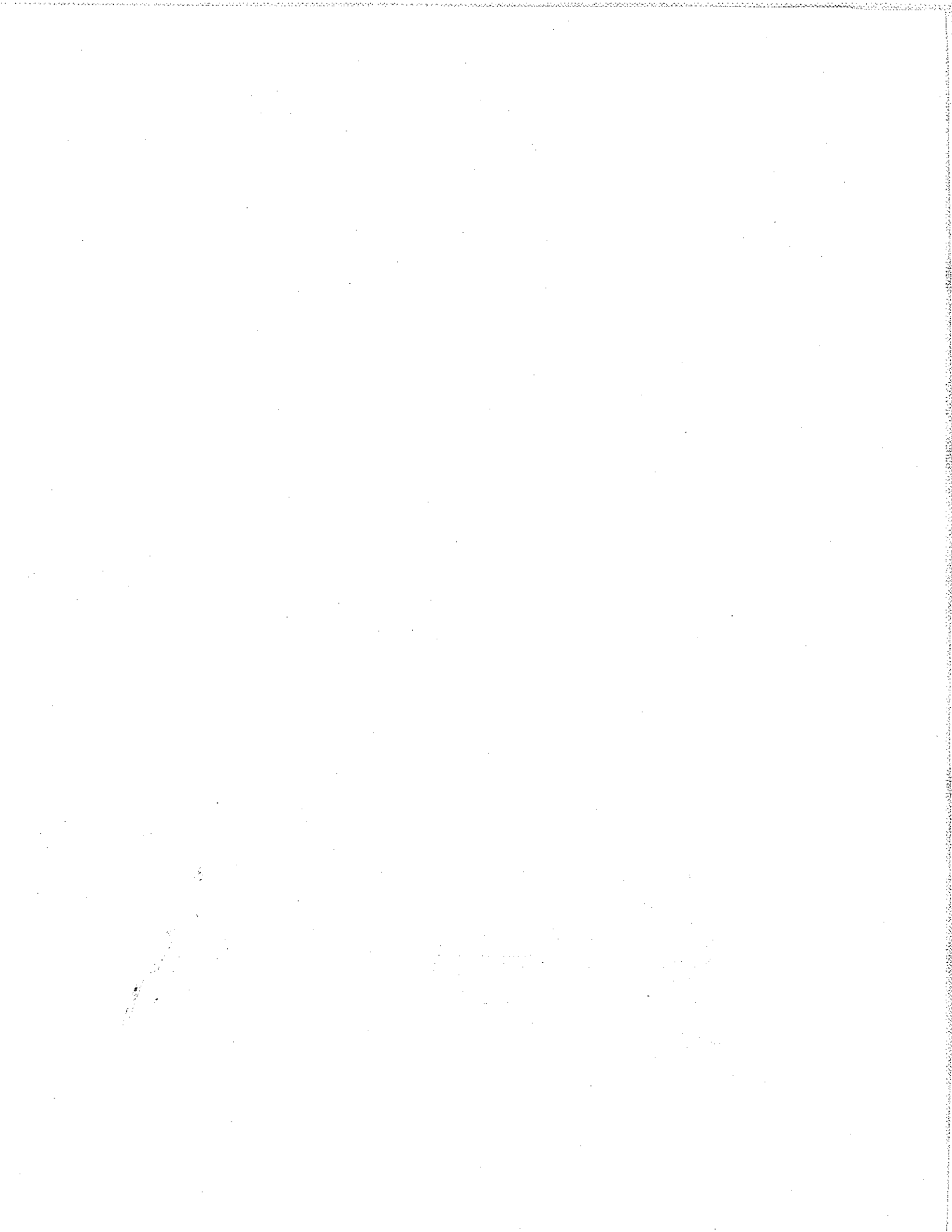
NAME: Cummins NPower LLC  
ADDRESS: NW 7686, PO Box 1450  
CITY: Minneapolis  
STATE: MN ZIP: 55485-7686

TYPE OF ENTITY (CIRCLE ONE):

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company - Individual/Sole Proprietor                      |
| Sole Proprietor      | <input checked="" type="checkbox"/> Limited Liability Company - Partnership |
| Partnership          | Limited Liability Company - Corporation                                     |
| Medical              | Corporation   |
| Charitable/Nonprofit | Government Agency   |

SIGNATURE:

DATE: 9/7/12

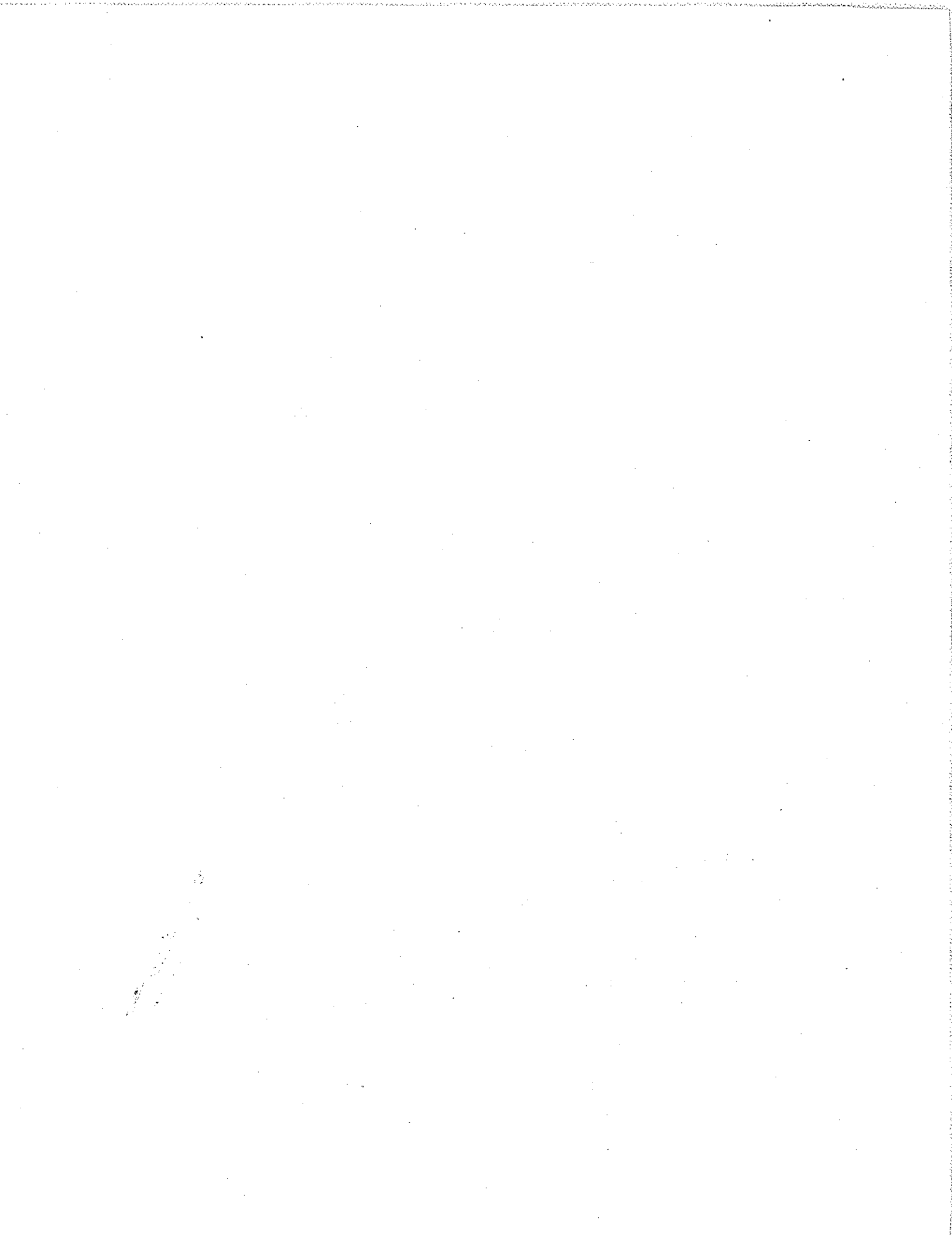


Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to RFP-0-33-2012/TT, Proposer Cummins NPower LLC 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 not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment



Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 2 of 3)

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

BY: Jeff Boelsen  
Proposer's Authorized Agent

01-0548360

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or \_\_\_\_\_  
Social Security Number



Subscribed and sworn to before me  
this 7 day of September, 2012

Varvara V Tishchenko  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: James R Andrews

Secretary: Jeffrey R Boelsen

Treasurer: Jeffrey R Boelsen

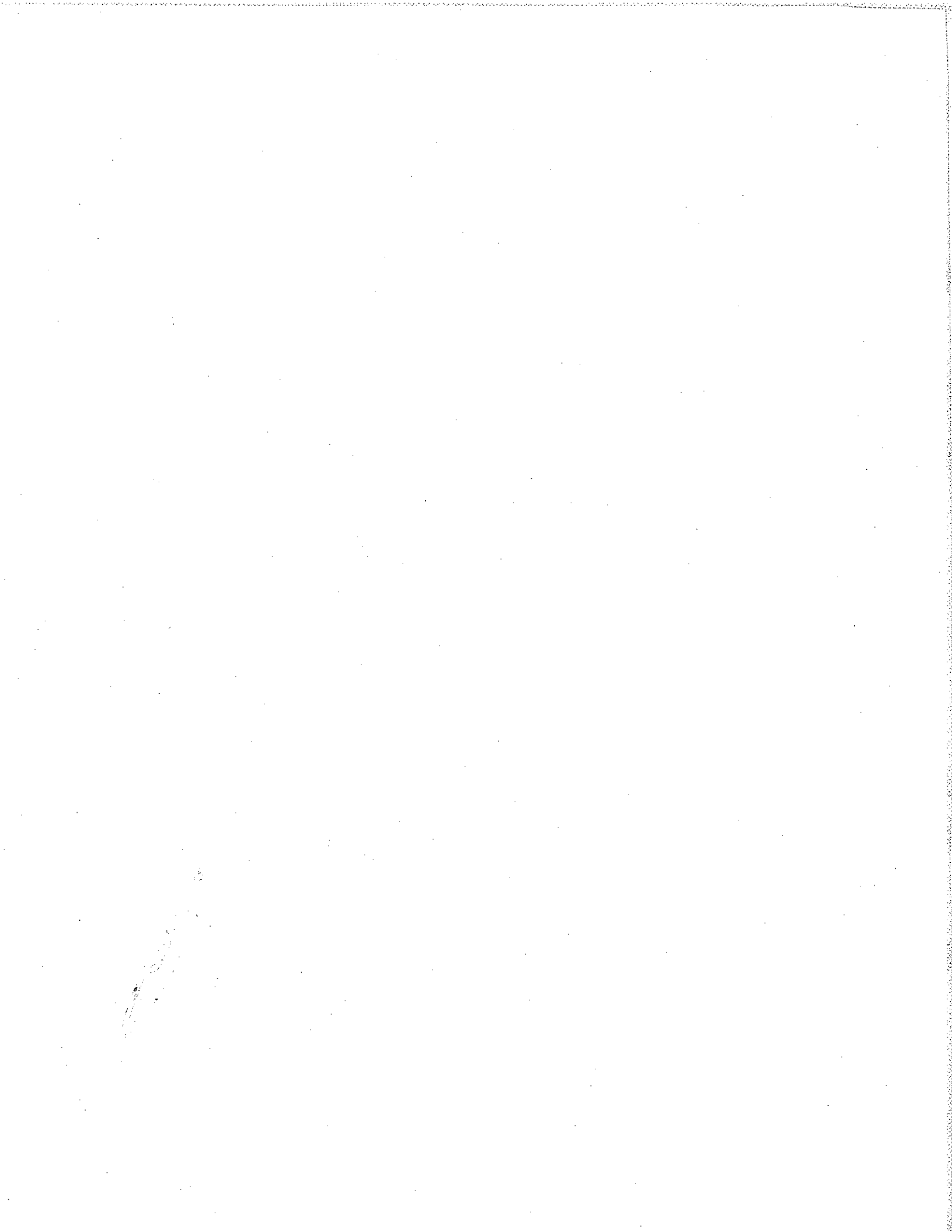
and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 3 of 3)

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

**(c) Sole Proprietor**

The 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 Zurich American Insurance Co.

Agent Eric Hebe - The Addis Group, Inc.

Street Address 2500 Renaissance Blvd. ste 100

City, State, Zip Code King of Prussia, PA 19406-2772

Telephone Number 610-279-8550

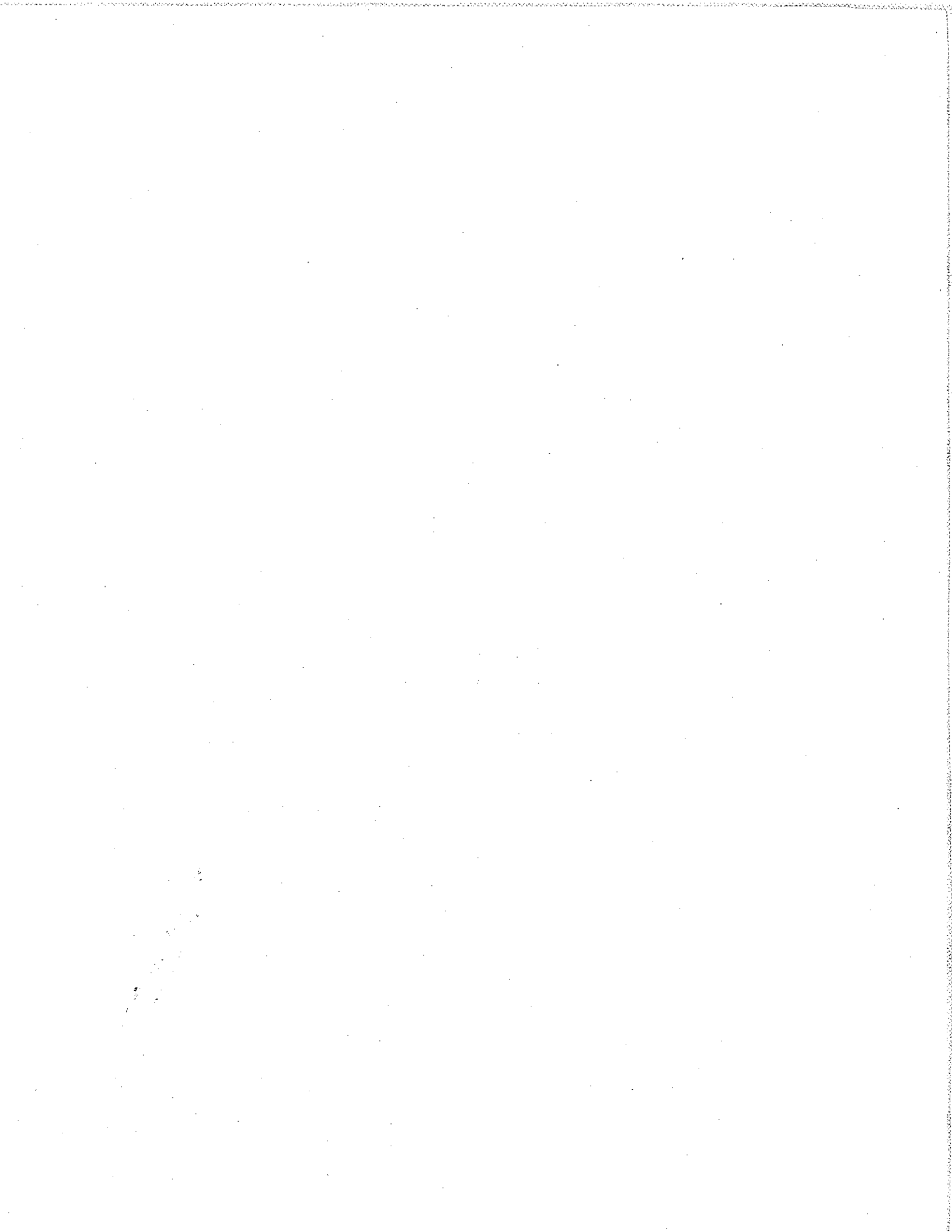
I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Cummins NPower LLC

Print Name and Title of Authorizing Signature: Jeff Boelsen, VP Finance - CFO

Signature: Jeff Boelsen

Date: 9/7/12



## Apprenticeship and Training Certification

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

Name of Proposer: Cummins NPower LLC

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

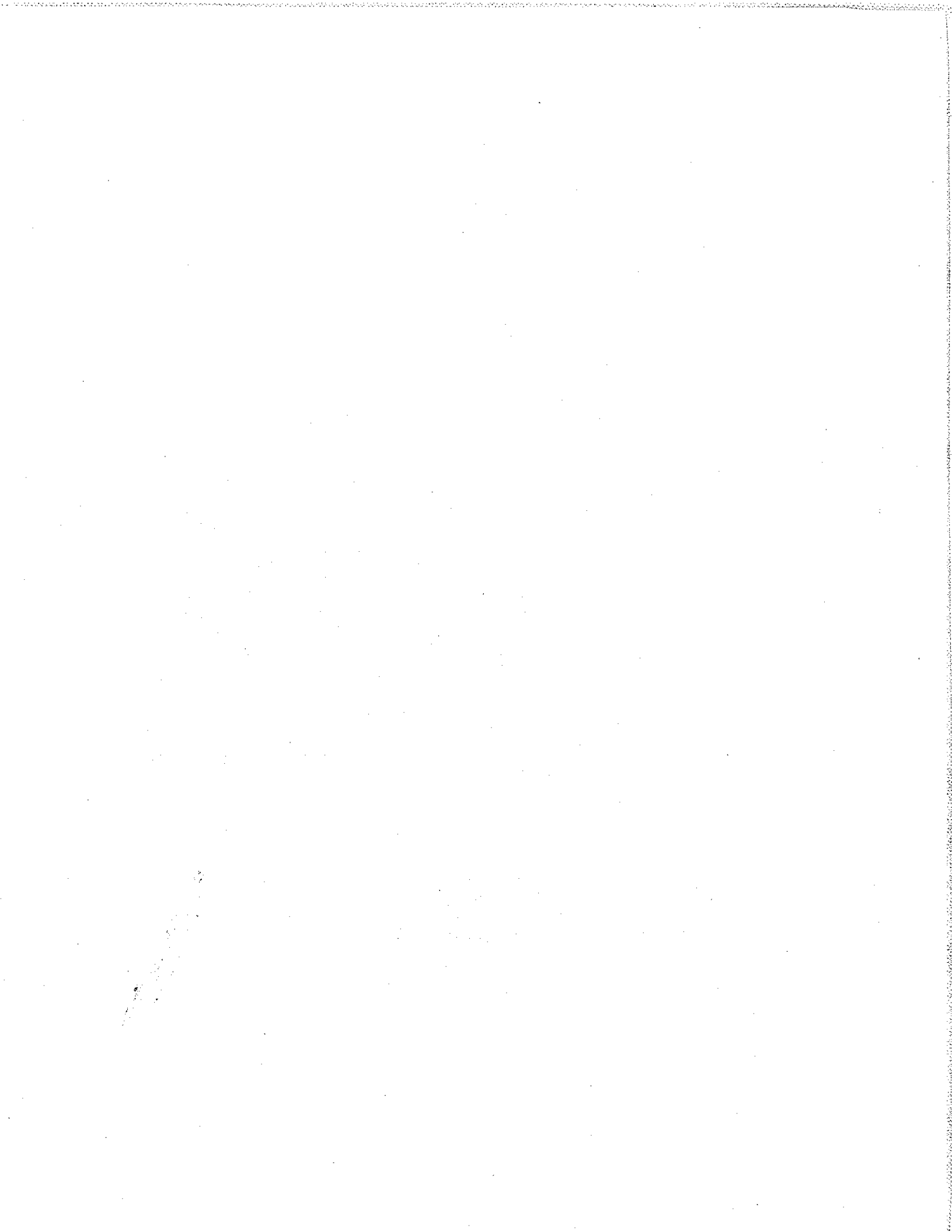
All certifications are specifically assigned to  
supplier, Cummins, Inc. (see attached spreadsheets)

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: Jeff Baelsen, VP Finance / CFO

Signature: Jeff Baelsen

Date: 9/7/12



Village of Downers Grove

**BUY AMERICA CERTIFICATION**

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

*Instructions:*

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

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

**Certificate of Compliance**

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Certificate of Non-Compliance**

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

Signature Jeff Boelsen

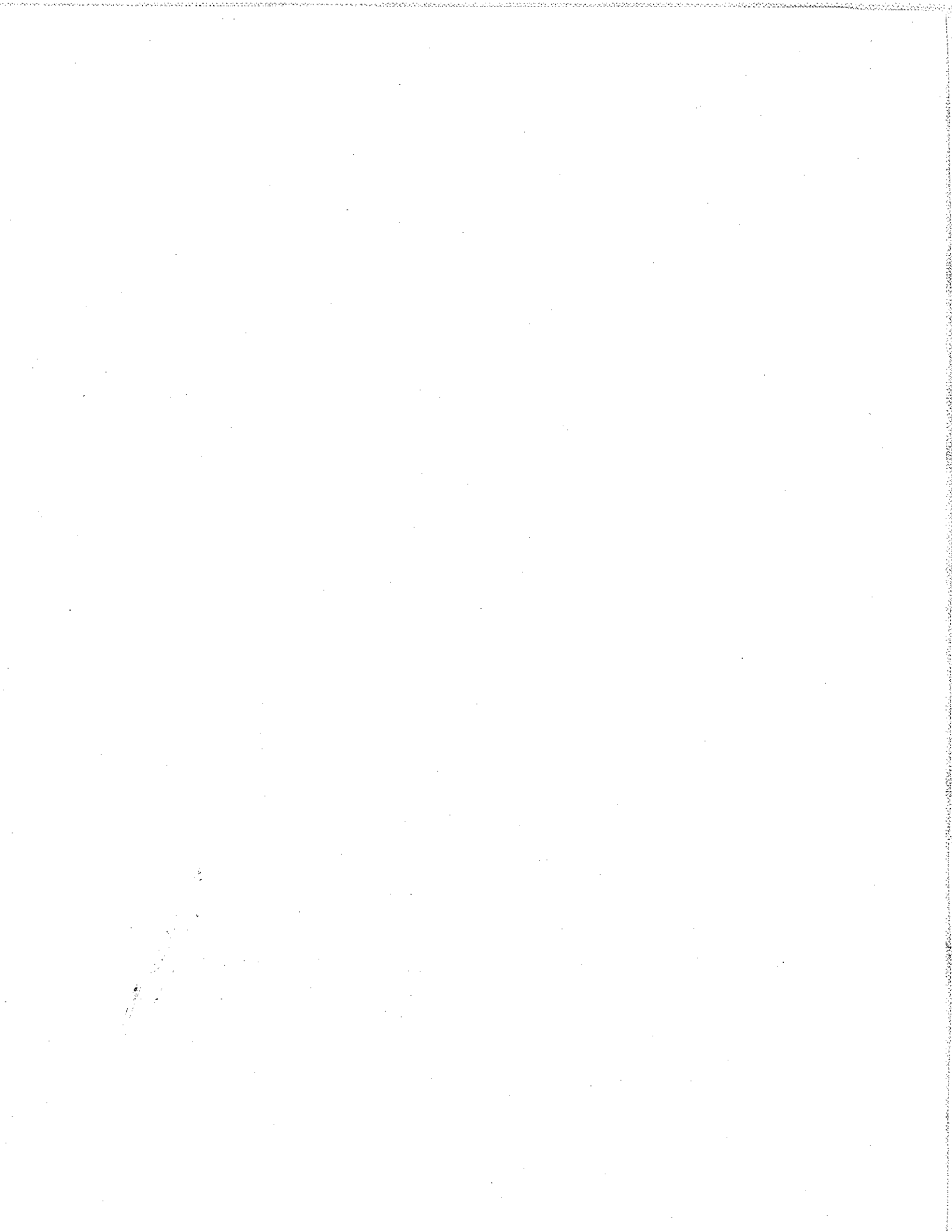
Company Name Cummins NPOWER LLC

Title VP Finance / CFO

Date 9/7/12

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

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



Village of Downers Grove

**Suspension or Debarment Certificate**

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

By submitting this offer and signing this certificate, the 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: Cummins NPOWER LLC

Address: 1600 Bluebell Rd

City: White Bear Lake, MN Zip Code: 55110

Telephone: (651) 636-1000 Fax Number: (651) 286-2111

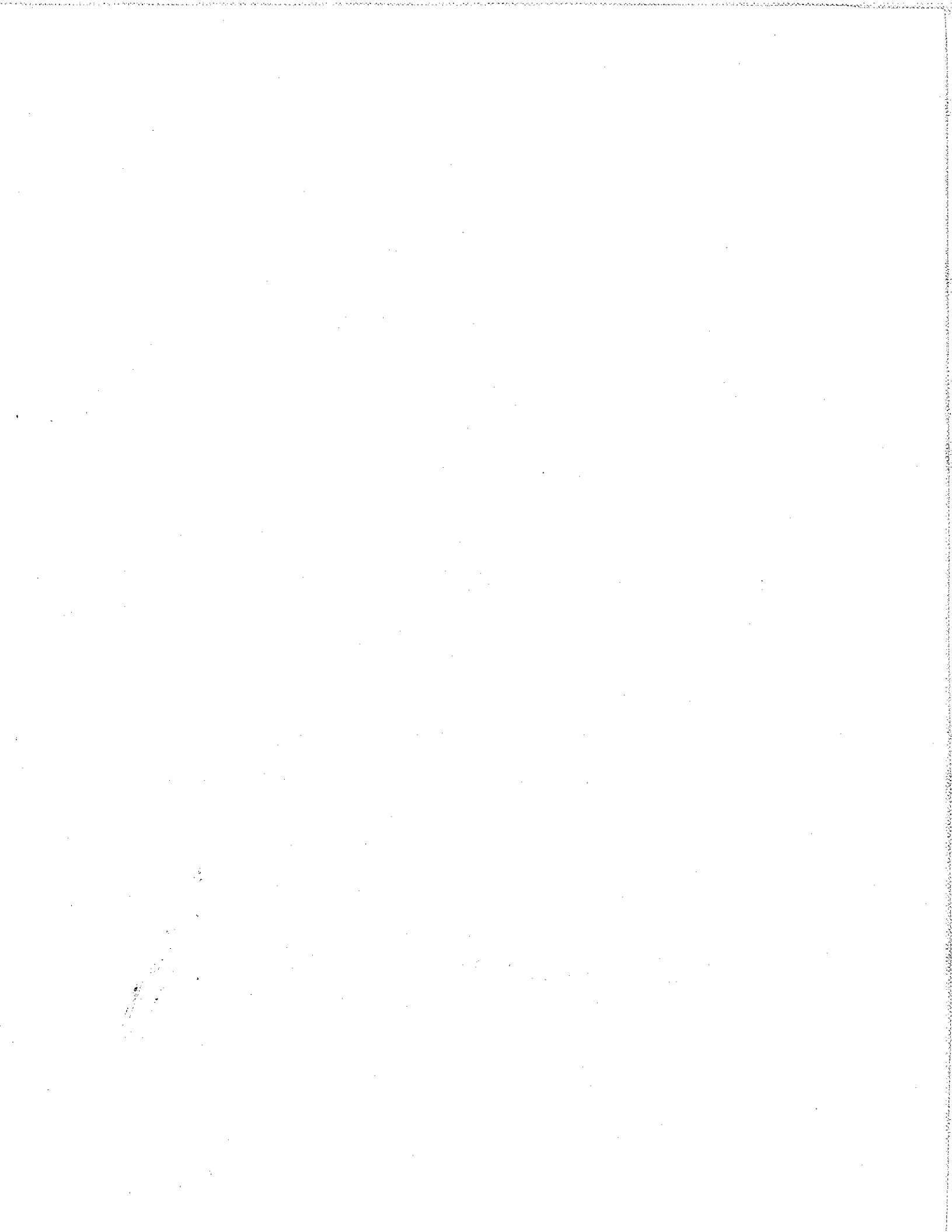
E-mail Address: \_\_\_\_\_

Authorized Company Signature: Jeff Boelsen

Print Signature Name: Jeff Boelsen Title of Official: VP Finance/CFO

Date: 9/7/12





Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its 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:

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

Jeff Boelsen  
Signature

Jeff Boelsen  
Print Name

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

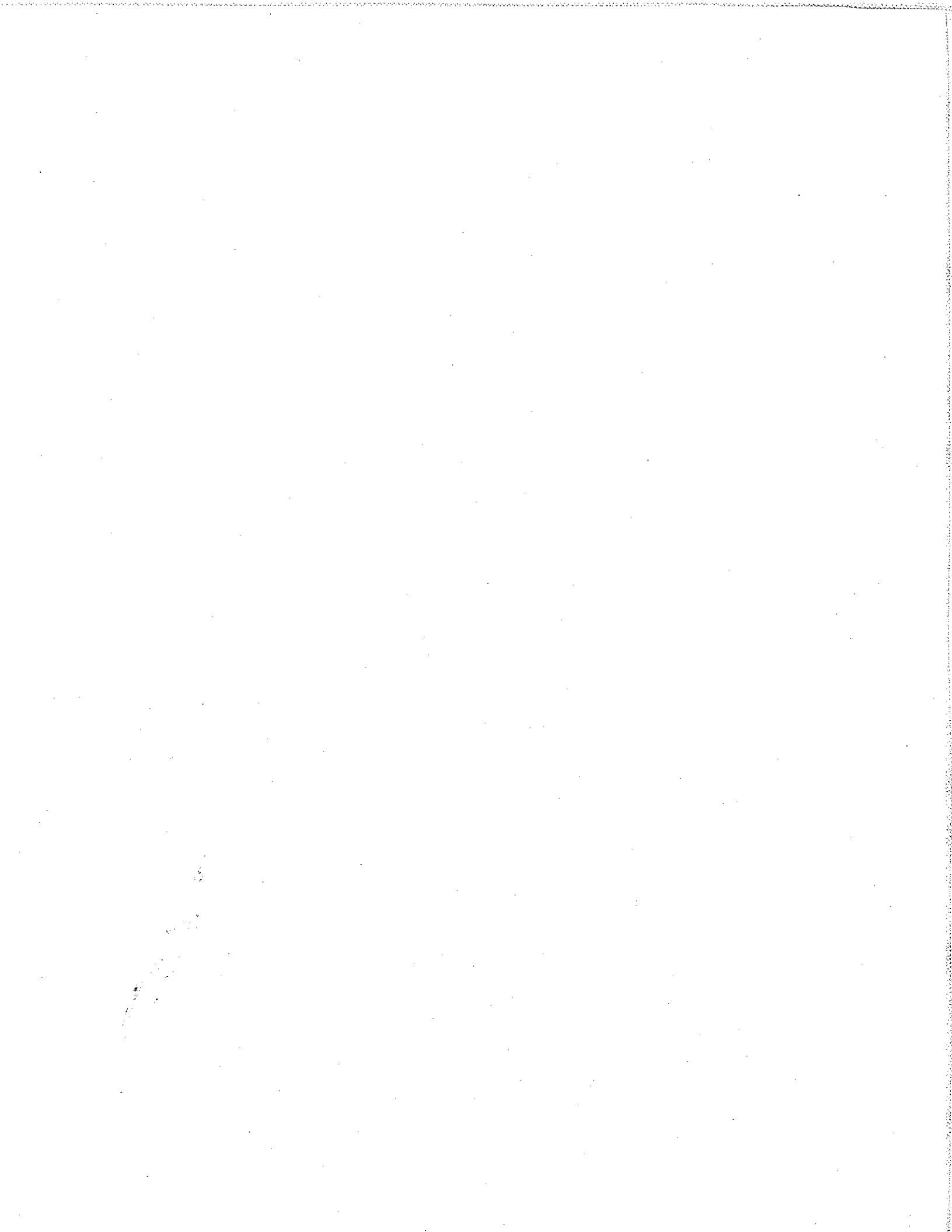
Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

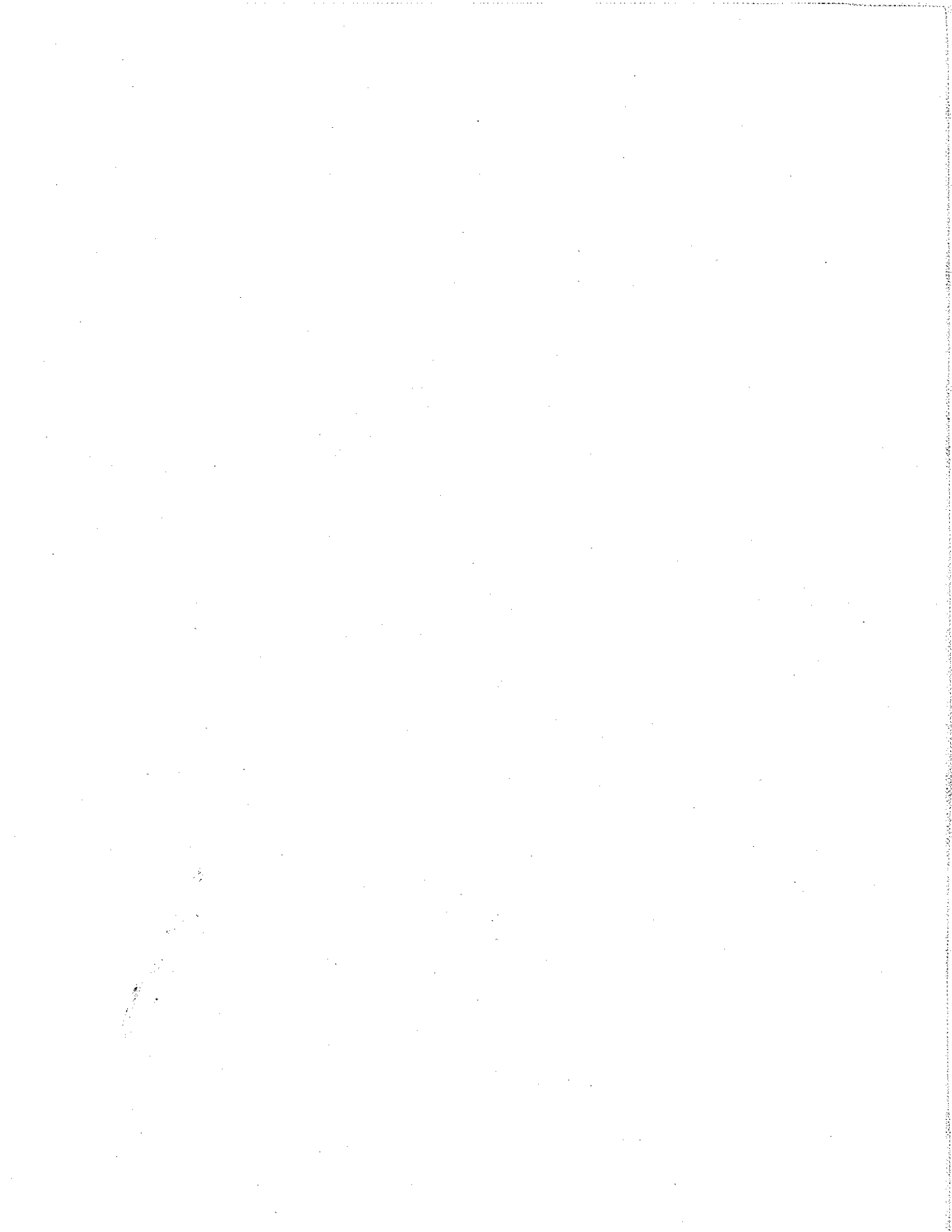
To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

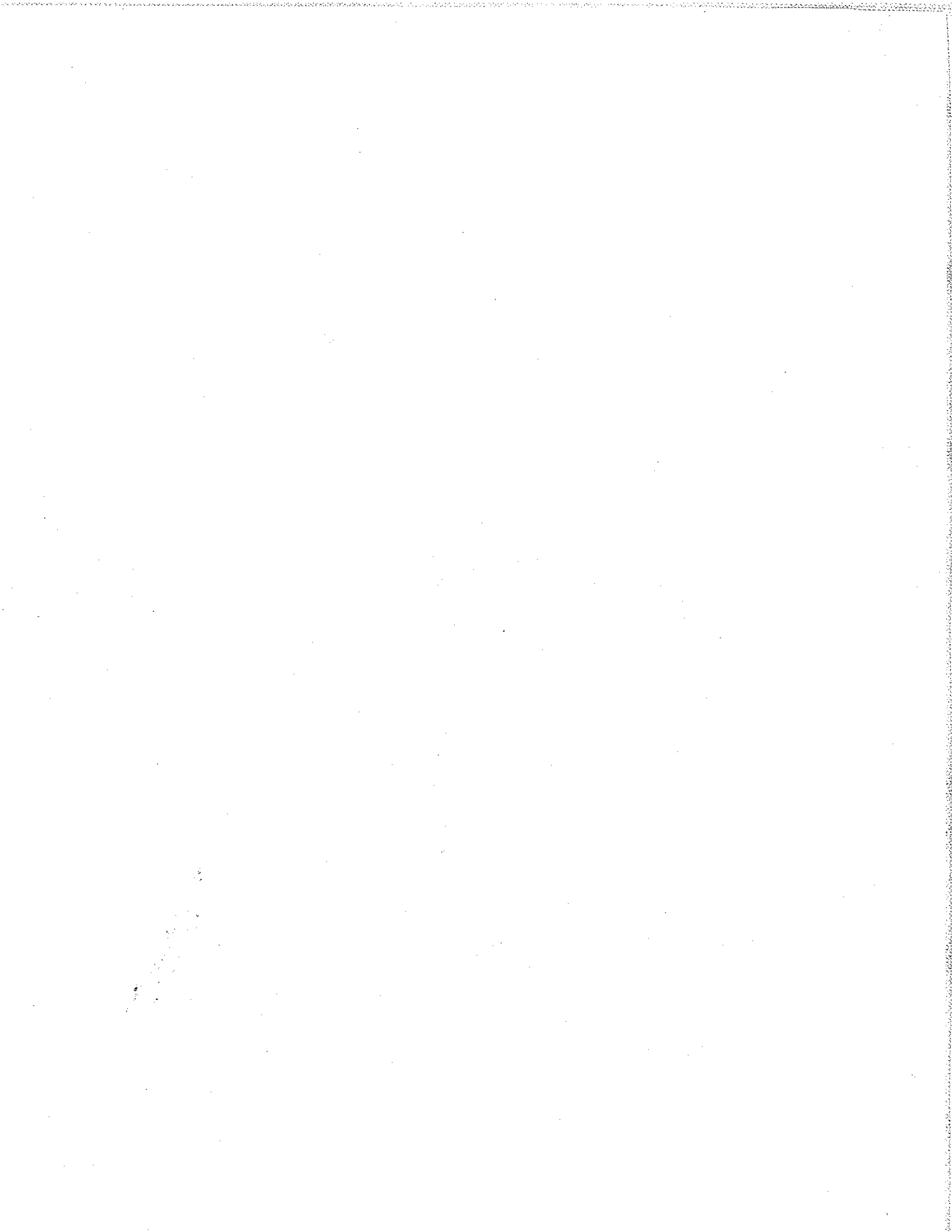
\_\_\_\_\_  
Signature Print Name





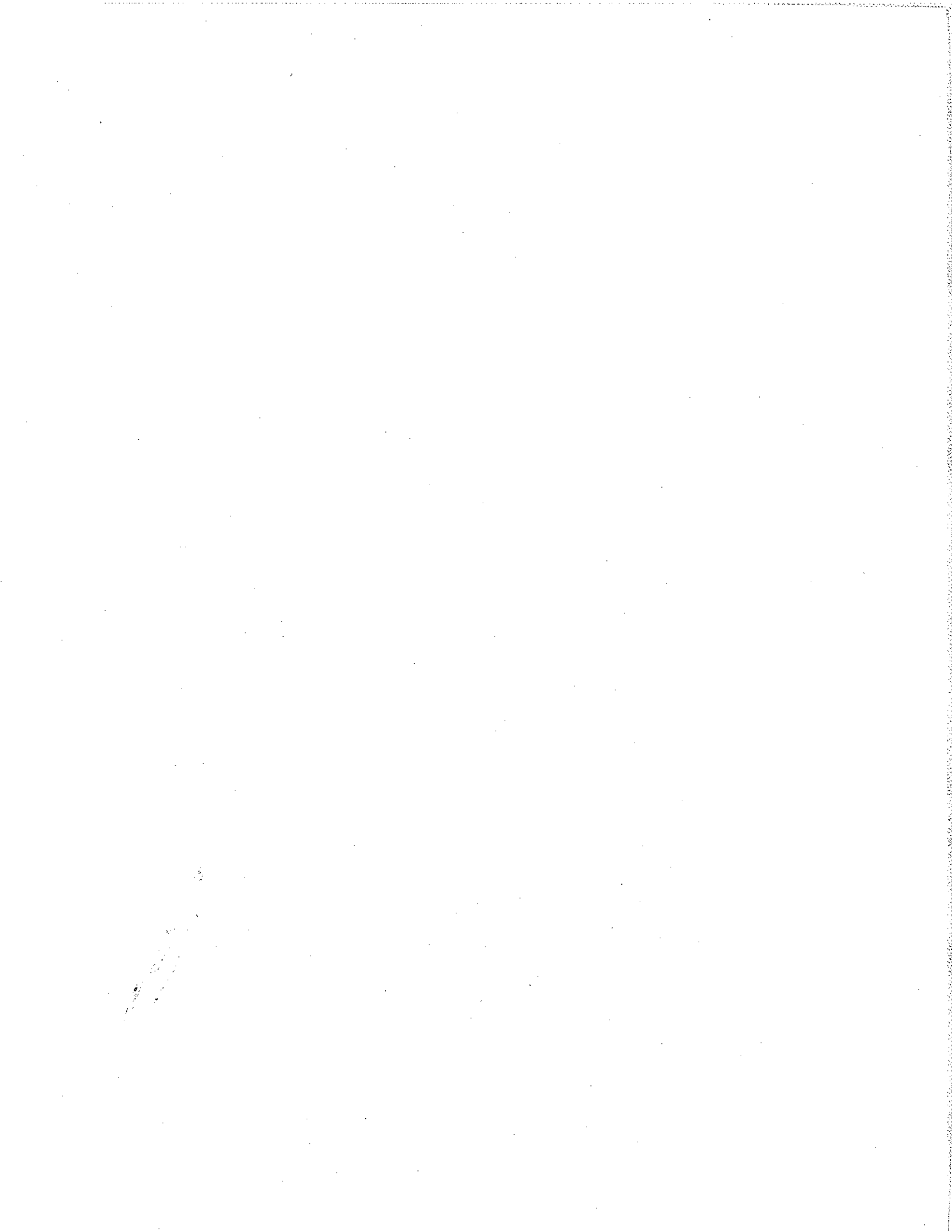












**CUMMINS NPOWER LLC  
MINUTES OF THE ANNUAL MEETING  
OF THE BOARD OF DIRECTORS  
OCTOBER 20, 2008**

A regularly scheduled meeting of the Board of Directors (the "Board") of Cummins NPower LLC (the "Company") was held on October 20, 2008 at 8:30 a.m. CST at the Custom Design and Upfit Center in DePere, WI. The following members of the Board were present: James R. Andrews, Jeffrey R. Boelsen, Ed Pence and Norbert Nusterer.

**Notice, Call to Order and Preliminary Matters**

Notice of the meeting was given to each director by e-mail on September 30, 2008. In accordance with Section 18-404(d) of the Delaware Limited Liability Company Act and the Amended and Restated Operating Agreement of the Company, each Board member waived proper notice by his attendance at the meeting. The meeting was called to order by James R. Andrews, Chairman of the Board, who welcomed each of the Directors. Jeffrey Boelsen acted as Secretary of the meeting. The Chairman confirmed that a quorum was present at the meeting.

**Pending Matters**

**Agenda**

Approve July, 2008 Meeting Minutes  
Review 2008 Financial Performance  
Review and Approve 2009 Financial AOP and Capital Plan  
Re-elect Cummins NPower LLC Officers  
Review & Approve Officer Compensation, Base and Performance Bonus Plan  
Review Status of Risk Management and Outstanding Litigation

**Minutes of Prior Meeting**

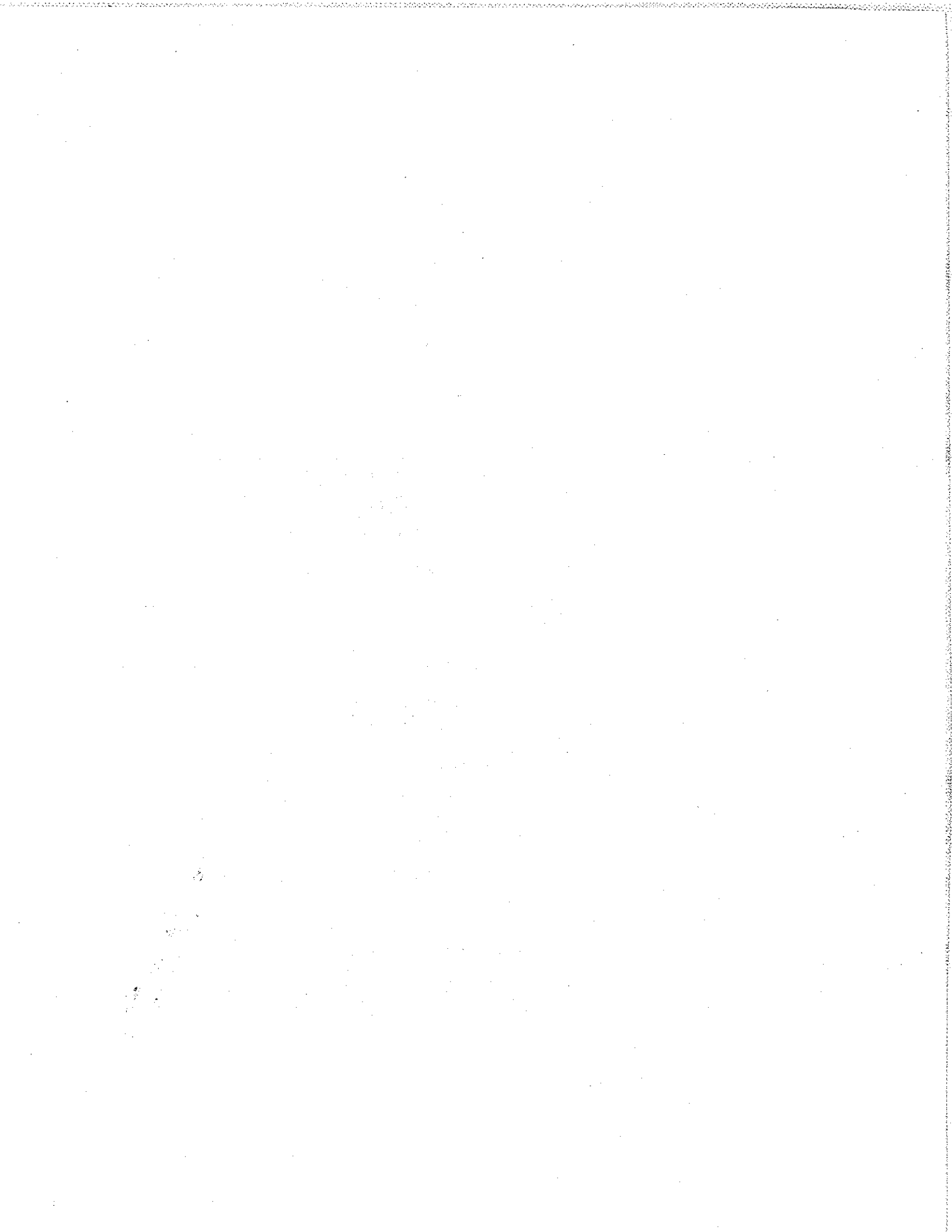
The July 30, 2008 minutes were reviewed and approved as recorded.

**Re-election of Officers**

The Board unanimously passed the following resolutions to re-elect and approve compensation for the officers of the Company:

**WHEREAS**, pursuant to the Company's Amended and Restated Operating Agreement, the Company's managers are entitled to appoint the Company's officers.

**NOW, THEREFORE, BE IT RESOLVED**, that the following persons are appointed to the offices stated opposite their names and shall constitute the entirety of the Company's officers



at this time, replacing any previously appointed officers, each to serve until his successor is appointed and qualified, subject to his earlier disqualification, resignation or removal:

<u>Name</u>	<u>Office</u>
James R. Andrews	Chief Executive Officer, President
Jeffrey Boelsen	Chief Financial Officer, Treasurer, Vice President-Finance, Secretary
Michael Angus	Vice President
Russell Shoaffer	Vice President
Robert Shockman	Vice President

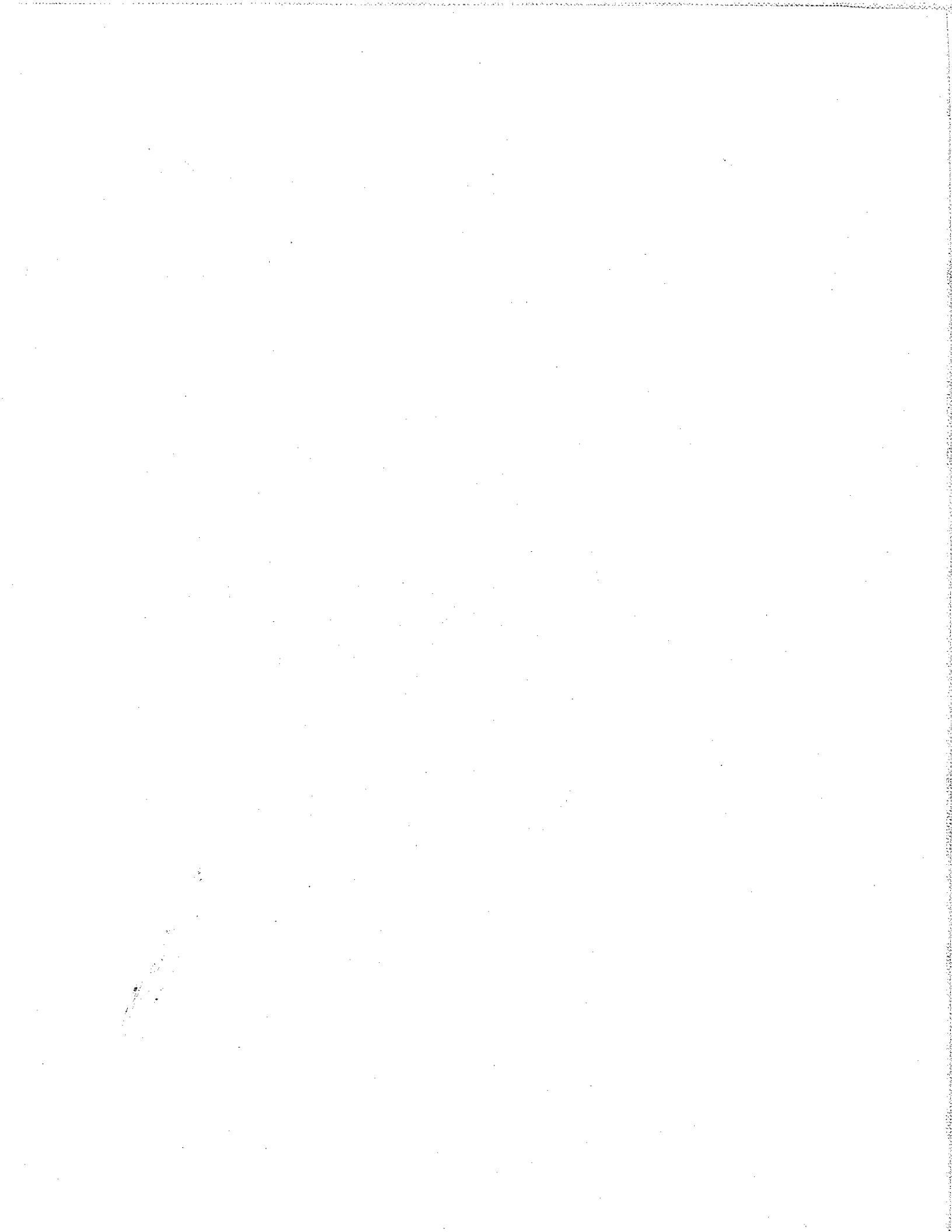
**RESOLVED** that the above-appointed officers will receive compensation (Base Salary, Performance Bonus and Company Auto) as presented by Mr. Andrews. After discussion the Board unanimously approved Mr. Andrews's compensation package, (base and incentive plan) (attachment 1).

#### Annual Operating Plan

Mr. Boelsen reviewed the 2008 Performance. The operating distribution strategy of maintaining a ratio of twenty percent equity to total assets was discussed and changed to thirty percent equity due to the current economic environment. The need for increased equity was understood and agreed to by the Board. Mr. Boelsen then presented the 2009 Annual Operating Plan (attachment 2) and Capital Plan (attachment 3) which were reviewed by each manager and were unanimously approved by the Board. There was also discussion on a possible future approval request for a warehouse in DePere. The Board advised Mr. Boelsen to continue researching the project at this time and explore a possible sale leaseback option.

#### Risk Management

Mr. Boelsen reviewed the Risk Management Matrix and Outstanding Litigation with the Board. It was determined that the Company is managing the risks of running the business very well. It was also recognized that there is no outstanding litigation at this time.



**Scheduling of Annual Meeting of Members**

Pursuant to Section 6.8 of the Amended and Restated Operating Agreement of the Company, the Board designated the time and place of the next annual meeting of the Members of the Company to be in December 2009, at the Company's headquarters in White Bear Lake, Minnesota. The Board directed that the Secretary of the Company shall provide notice to the Members of the date and time of the annual meeting of the Members either orally or in writing, not less than five (5) days prior to the meeting.

**Adjournment**

The Chairman inquired as to whether there was any further business to discuss. No business matters were raised for discussion. There being no further business to be transacted, a motion to adjourn was made, seconded and unanimously approved.

Dated: October 20, 2008

  
\_\_\_\_\_  
Jeffrey R. Boelsen, Secretary

