

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 4, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Wireless Alarms	<ul style="list-style-type: none"> Resolution ✓ Ordinance ✓ Motion Discussion Only 	James Jackson, Fire Chief

SYNOPSIS

A motion is requested to approve the purchase and installation of equipment from Total Fire and Safety, Inc. to upgrade the Village's alarm panel to receive wireless fire alarms in the amount of \$61,326.01 and four years of maintenance at \$6,160 per year after the first year. The proposed contract is to include receiver equipment for the Village Operating Center (VOC), 13 radios for transmitting signals from Village buildings, virtual remote capability for the Fire Prevention Bureau and factory training.

An ordinance has been prepared authorizing alarm users the option to install a wireless radio system.

STRATEGIC PLAN ALIGNMENT

The strategic goals for 2011-2018 include *Exceptional Municipal Services. Install Wireless Alarm System* is a high-priority action item.

FISCAL IMPACT

The initial cost of the wireless radio system to the Village is \$61,326.01. The FY14 General Fund budget includes \$40,000 for this project and sufficient budget authority exists in the Equipment Replacement Fund for the remainder of the purchase. The Village will recoup the costs of purchasing and installing the system through fees paid by the user. Businesses that opt to install the wireless radio system will pay an annual fee of \$278, which is an increase of \$60 per year. The Village will pay an annual maintenance fee of \$6,160 for the system and wireless radios after the first year of the agreement.

RECOMMENDATION

Approval on the February 11, 2014 agenda.

BACKGROUND

The Village owns and maintains a fire alarm monitoring systems and requires businesses to maintain a fire alarm that is monitored in the VOC. The purpose of the system is to alert the VOC when an alarm activates, signaling a fire or smoke condition at the business. Each business is required to have two telephone lines dedicated to the fire alarm system to transmit alarm activations. The Village currently monitors 894 alarms.

Businesses currently pay an annual monitoring fee of \$218 to the Village and pay monthly fees directly to the telephone company for the dedicated phone lines. The costs associated with the phone lines vary from business to business, but generally range from \$50-\$100 per month. A wireless radio transmitter is a more reliable way to transmit alarm signals and will reduce false alarms and related Fire Department responses. Businesses that choose to upgrade to the wireless system will work directly with an installer of their choice; they will benefit from the reduction in monthly phone line costs.

The wireless alarm system has the following advantages:

- Cost savings to business owners in Downers Grove by eliminating phone lines
- Reduction in false and trouble alarm responses by the Fire Department and Village staff, resulting in more availability for emergency calls, reduction in risk and fuel savings
- Updated alarm monitoring equipment
- Elimination of manual tracking of problematic alarms by the Fire Prevention Bureau

The proposed system consists of one receiver and 13 radios for transmitting signals from Village buildings. The VOC will continue to receive alarm signals using the current analog system and the wireless system. Businesses will see savings as shown below.

System Fees	Current Costs (Annual)	Proposed Costs (Annual)
Monitoring Fee	\$218.00	\$278.00
Two Dedicated Telephone Lines (approximate cost)	\$600.00 – \$1,200.00	0.00
TOTAL	\$818.00 – \$1,418.00	\$278.00

A Request for Proposal (RFP) was developed in accordance with the Village’s Purchasing Policy. Four proposals were received within the required timeframe. After extensive research, staff determined that Total Fire and Safety, Inc. would best meet the needs of the Village and more effectively work within the business model sought by the committee. Article VI (Alarm Code) of Chapter 17 of the Municipal Code has been amended to reflect the option of continuing to remain with the current system or switching to the new wireless radio system.

ATTACHMENTS

- Agreement
- Ordinance

Fire Alarm Wireless

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ALARM CODE PROVISIONS
TO PROVIDE FOR WIRELESS RADIO SYSTEMS**

BE IT ORDAINED by the Village Council of the Village of Downers Grove in DuPage County, Illinois, as follows: (Additions are indicated by ~~shading~~/underline; deletions by ~~strikeout~~):

Section 1. That Section 17.54. is hereby amended to read as follows:

17.54. Definitions.

(a) *Alarm Company* means any individual, partnership, corporation or other entity selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure or facility.

(b) *Alarm System* means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of illegal entry, a fire, or other events requiring urgent attention and to which police, fire or ambulance personnel are expected to respond. Individual, stand alone devices such as vehicle alarms and smoke detectors which emit audible or visual signals primarily designed to alert occupants of premises or those nearby of impending fire, criminal activity, or medical emergency shall not be considered as an alarm system and subject to the restrictions set forth herein.

(c) *Alarm User* means jointly and severally, any person, firm, partnership, association, corporation, company or organization which owns, leases, or occupies the premises or property where an alarm system is maintained.

(d) *Automatic Dialer* means a telephone device or telephone attachment which automatically relays a prerecorded message to report a robbery, burglary, fire or other emergency by means of a telephone line.

(e) *Fire Alarm Coordinator* means the Fire Prevention Division Chief or the employee(s) designated by the Fire Chief as the Fire Alarm Coordinator.

(f) *Security Alarm Coordinator* means the employee designated by the Police Chief as the Security Alarm Coordinator.

(g) *Village System (Board Alarm)* means the Village of Downers Grove alarm receiving and monitoring panel as installed and maintained in the Village Operations Center (VOC) ~~and referred to as the digital alarm receiving panel.~~

~~(h) *Telephone Alarm Activation* means any alarm signal received from an alarm central monitoring station, Alarm Company or a remote alarm source. (Ord. No. 2681, § 1)~~

Section 2. That Section 17.55. is hereby amended to read as follows:

17.55. Connection to Village system--Application for connection required; obligation of owner.

Any property owner, lessee, person, firm, partnership, association, corporation or organization in control of property may connect automatic fire or security alarm transmitting equipment to the Village's System ~~alarm receiving and monitoring panels as installed and maintained in the Village Operations Center (VOC) (hereinafter referred to as the "VILLAGE SYSTEM")~~, by applying to the Village according to the procedures established by this aArticle.

The Alarm User shall be responsible for compliance with the terms of this article with regard to all applications, requirements, and fees associated with connection to the Village System. (Ord. No. 2183, § 1; Ord. No. 2681)

Section 3. That Section 17.56. is hereby amended to read as follows:

17.56. Connection to Village System--application; obligation of owner.

(a) Where the Downers Grove Municipal Code requires a property owner to connect to the Village System, the property owner shall complete an application form as provided under this Article, shall obtain and maintain ~~the telephone lines for such a~~ connection in his or her name, and shall be responsible for compliance with the terms of this Article with regard to all applications, requirements, and fees associated with connection to the Village System.

(b) Where the Downers Grove Municipal Code does not require a property owner to connect to the Village system, the property owner may voluntarily request connection. The property owner shall complete an application form as provided under this Article, shall obtain and maintain ~~telephone lines for such a~~ connection in his or her name, and shall be responsible for compliance with regard to all applications, requirements and fees associated with connection to the Village System.

(c) Commercial Alarm Systems shall have a single wireless radio connection, or if connecting via telephone line, it shall have two alarm telephone lines. One line shall be designated solely for the Alarm System and cannot be used for any other purpose. The secondary telephone line is for system redundancy and it can be used for voice communications, but it shall not have any devices installed on it such as electronic devices, computers, fax machines or modems.

(d) Residential alarm systems may have a single wireless connection, or if connecting via telephone line, may operate with a single telephone line that can be used for voice communications, but it shall not have any devices installed on it such as electronic devices, computers, fax machines or modems.

Section 4. That Section 17.58. is hereby amended to read as follows:

17.58. Alarm system requirements for connection.

Alarm System connections to the Village System shall be made only after compliance with the following requirements:

(a) Connection shall not overburden or otherwise interfere with the operation of the Village System.

(b) The Alarm System shall be installed according to the manufacturer's specifications.

(c) Alarm Systems shall be compatible, as determined by the Fire or Security Alarm Coordinator, with the Village System's ~~digital alarm receiving panel.~~

(d) The Alarm User shall make arrangements with the company installing the Alarm System and with their telephone service provider for a telephone line(s) from the property to the Village System, if necessary.

(e) For security Alarm Systems, mechanisms shall be adjusted so that an alarm signal will sound for no longer than ten (10) minutes after being activated.

(f) For fire Alarm Systems, the Alarm User shall purchase and install a standard security lock box in the manner and location prescribed by the Fire Alarm Coordinator and containing keys to all entrances and exits to the building to allow immediate access in emergency situations. At the request of the Alarm User, the Fire Alarm Coordinator may permit the installation of a security lock box tamper switch connected to a security Alarm System; however, no such connection to the fire Alarm System shall be allowed.

(g) For fire Alarm Systems, the following standards and guides as adopted by the National Fire Protection Association (NFPA) are adopted by reference as the standards for the installation, maintenance and testing of fire Alarm Systems:

(1) NFPA 72 Standard for the Installation, Maintenance and use of Protective Signaling Systems ~~2002~~current Edition, as amended.

(h) The Fire Alarm Coordinator shall inspect the property prior to connection and make a written finding as to whether the above requirements have been met. For fire Alarm Systems required to be installed by the Downers Grove Municipal Code, the inspection shall be a prerequisite for the final occupancy permit given by the building official of the Village for new construction or remodeling of buildings. (Ord. No.

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2183, § 1; Ord. No. 2681)

Section 5. That Section 17.62. is hereby amended to read as follows:

17.62. Maintenance, testing and alarm verification requirements.

(a) All Alarm Users shall maintain the Alarm System in good working order. All alarm systems that are malfunctioning, in disrepair, or in need of component replacement shall come into Code compliance within thirty (30) days of notification by the Village. Each alarm user whose system has not been brought into Code compliance by the 31st day after notification will be charged a fee as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" per day for each day not in Code compliance.

(b) The Alarm User shall have any fire Alarm System and all devices tested ~~according to the following schedule~~ **annually** by a licensed testing agency or licensed electrical contractor:—

- ~~Sprinkled buildings~~ **semi-annually**
- ~~Non-sprinkled buildings~~ **semi-annually**

(1) Tests under this section shall be conducted according to the standards as set forth in Section 17-58(g).

(2) The results of the testing agency or electrical contractors test shall be in writing, signed by the agency or contractor, and kept on file at the premises where the Alarm System is being used. A copy of the test results shall be ~~given to~~ **submitted to the Village as directed by** the Fire Alarm Coordinator upon completion of the Alarm System test. Tests shall not be considered completed until the Village receives the written results thereof. If the written results are not received by the Village within thirty **(30)** days after the end of the applicable testing interval, the Alarm User shall be subject to the additional fee set forth in Section 17-71(b).

(c) Alarm Users shall require their alarm system service provider to verify alarm activations by telephone or electronic means prior to reporting the alarm activation to the Village Operations Center. Alarm ~~s~~System service providers shall attempt verification on all ~~telephone alarms~~ **Alarm Systems**.

(d) It shall be the responsibility of both the ~~a~~Alarm ~~u~~User and the owner of the premises where the ~~a~~Alarm ~~s~~System is located to notify the Village within ten (10) days of a change of ownership, user or keyholder and to provide a telephone number and current address of said person.

(e) It shall be the responsibility of both the ~~a~~Alarm ~~u~~User and the owner of the premises where the ~~a~~Alarm ~~s~~System is located to notify the Village within ten (10) days of a change of telephone number or address. (Ord. No. 2183, § 1; Ord. No. 2681, § 2)

Section 6. That Section 17.66. is hereby amended to read as follows:

17.66. Conducting tests, maintenance or repair work.

Whenever an Alarm User, or agent(s) of the Alarm User, conducts tests, maintenance work, or repair work on any ~~a~~Alarm ~~s~~System connected to the Village ~~s~~System, the Alarm User shall notify the Village Operations Center of that fact prior to conducting such tests or work, and shall notify the Village Operations Center that such tests or work has been completed immediately after such completion.

Section 7. That Section 17.68. is hereby amended to read as follows:

17.68. Alarm Systems subject to disconnection from Village system.

The following ~~a~~Alarm ~~s~~Systems may be subject to disconnection as provided in Section 17-69:

(a) Any Alarm System which does not or no longer meets the requirements required for connection as set forth in Section 17-58.

(b) Any Alarm System for which connection fees, false alarm fees or additional charges under this

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Article have been assessed and are thirty (30) days overdue.

(c) Any Alarm System which has ten or more false alarms within a sixty (60) day period.

For properties required to be connected to the Village System according to the Downers Grove Municipal Code and subject to disconnection pursuant to this section, the procedures for disconnection in Section 17-69 shall be followed, but a fee as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" shall be assessed in lieu of disconnection.

(d) Any Alarm System which is no longer required pursuant to the Downers Grove Municipal Code to be connected to the Village System. (Ord. No. 2183, § 1; Ord. No. 2681, § 1)

Section 8. That Section 17.71. is hereby amended to read as follows:

17.71. Additional fees and charges.

(1) ~~Connection~~ Fees for the following shall be charged as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule":

(a) Initial Connection to the Village's ~~digital alarm receiving panel~~ System.

(b) Annual surveillance for all Alarm ~~s~~Systems connected to the Village System.

(c) Alarm System plan review.

(2) In addition to any fines or penalties which may be assessed pursuant to Section 1-15 of this Code, persons violating provisions of this ~~a~~Article shall be subject to additional charges as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule":

(a) Failure to post a notice pursuant to Section 17-61.

(b) Failure to provide the written results of the Alarm System test pursuant to Sections 17-62(b).

(c) An Alarm User who violates 17-62(a) of this ~~a~~Article.

(d) An Alarm User who violates any provision of 17-62 (d) or (e) of this ~~a~~Article.

(e) An Alarm User who violates any provision of Section 17-63 of this ~~a~~Article.

(f) An Alarm User who violates Sections 17-66 and 17-67 of this Article.

(g) When an ~~a~~Alarm ~~u~~User is directed, in writing, by the ~~a~~Alarm ~~e~~Coordinator to correct a system deficiency which has caused false alarms, the alarm user shall make such correction to the system within fifteen (15) days. Failure to correct the problem after a reasonable period of time for compliance shall result in a penalty being assessed on any and all subsequent false alarms caused by such non-compliance with the ~~a~~Alarm ~~e~~Coordinator's direction.

(h) If the Downers Grove Police Department, Fire Department, or other employee or official, responds to three or more false alarms, the Alarm User shall be subject to the following additional charges per each false alarm as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule".

(3) Late fees and other methods of collection of delinquent accounts that apply shall be set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule"

(a) An Alarm User who fails to pay any of the charges or fees within thirty (30) days of receipt of the bill shall be subject to a late charge. However, in the case of failure to timely pay the ~~yearly~~ ~~connection~~ annual surveillance fee the following shall be applicable:

(i) alarm board fees received February 1 to March 1 shall be set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule"

(ii) alarm board fees received after March 1 shall be set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule"

(b) Whenever any fees or charges under this article remain unpaid for sixty (60) days after the date they become due and payable, the Village Treasurer shall cause to be filed with the recorder of DuPage County, a statement of lien claim covering the amount claimed by the Village as delinquent. This statement shall contain a description of such real estate sufficient for identification thereof; the

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amount of money due; and the date when such amount became delinquent. Upon payment of the cost and expense by the owner of, or persons interested in, said real estate, after the notice of lien has been filed, the Village shall issue a release of such lien, which may be filed of record in said recorder's office.

(c) If the Village Treasurer has notice that the Alarm User is not the legal owner of the premises, notice shall be mailed to the legal owner of the premises at his/her last known address, whenever charges or fees remain unpaid for a period of sixty (60) days after they become due and payable. Failure of the Village Treasurer to mail such notice or to record such lien claim, or the failure of the legal owner to receive such notice, shall not affect the right of the Village to foreclose the lien for unpaid charges or fees provided for in this section.

(d) The Village Treasurer is authorized to notify the Village Attorney to institute such proceedings as shall be necessary to enforce the liens of the Village filed in accordance with this section.

(e) The remedy by enforcement of such a lien shall not be exclusive of any other legal remedy to collect the amounts delinquent.

(f) The Village Attorney is entitled to bring suit to enforce collection of any and all fees outstanding, to foreclose the lien as herein provided, and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court.

Section 9. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 10. That this ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.

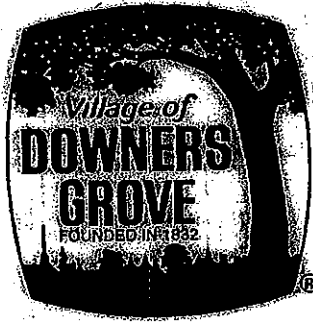
Mayor

Passed:

Published:

Attest: _____
Village Clerk

Village of Downers Grove



REQUEST FOR PROPOSAL

Name of Proposing Company:

TOTAL FIRE & SAFETY

Project Name:

REPLACEMENT OF MUNICIPAL FIRE ALARM
MONITORING SYSTEM

Proposal No.:

RFP-0-68-2013/TT

Proposal Due:

November 19, 2013, 2:00 p.m.

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: November 5, 2013

Date Issued: November 5, 2013

This document consists of 33 pages

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

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

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 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 **November 19, 2013, 2:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting 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.

Village of Downers Grove

- 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. **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.**

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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;

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(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 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.

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- 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 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.

Village of Downers Grove

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 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.

Village of Downers Grove

18. PREVAILING WAGE ACT

- 18.1 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 (10th) 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
Umbrella Liability	\$ 5,000,000	

Village of Downers Grove

- 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.

Village of Downers Grove

- 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 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.

Village of Downers Grove

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.

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.

Village of Downers Grove

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.

- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village 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 unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. 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.

Village of Downers Grove

- 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 contactor(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.

Village of Downers Grove

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.

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.

Village of Downers Grove

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

PROJECT DESCRIPTION

Replacement of the Municipal Fire Alarm Monitoring System

General:

The Village of Downers Grove (VODG) is seeking proposals to upgrade its current fire alarm monitoring system with a radio alarm monitoring system network (the Network) that will meet the needs of both its current and future alarm connections. Specifically, the VODG is seeking proposals to allow its Network to also receive wireless alarm signals. The RFP submittals shall include the purchase, installation, on-going maintenance, and service of radio receiving equipment. Successful proponents shall provide proof of qualified installation and maintenance of either municipal and/or fire district radio network with at least 5 years experience installing radio networks.

Proposals shall include the cost of equipment, installation and maintenance of the Village equipment. Please direct all questions to Benjamin DeAnda Fire Prevention Division Chief at 630-434-5975.

Background:

Currently Downers Grove telecommunicators operate municipal alarm monitoring equipment, which allows alarm subscribers to connect directly to the communications center for fire protection of their facilities. All subscribers within the Village currently are connected via a digital dialer 4 + 2 format or by Contact ID format. All alarms are connected at the Village dispatch center via an Ademco 8000 to the Security Information Systems (SIS) software which translates into the location of the fire alarm. The Village currently monitors approximately 900 alarm subscribers and estimates a steady increase to 1200 in the next 5 years. VODG would like to give subscribers the option to connect to the alarm monitoring equipment wirelessly.

TECHNICAL SPECIFICATIONS

Replacement of the Municipal Fire Alarm Monitoring System

1.0 General

- Proponents must submit current certification and licensure to operate as a fire alarm contractor in the State of Illinois.
- All system equipment shall be UL listed and NFPA compliant.
- The system equipment shall be fully compatible with the VODG dispatch center's current SIS software.
- The FCC license to the Network should be owned by the Village of Downers Grove or approved equal.
- Provide a detailed plan on installation of the Network and location of the receivers, transmitters and transceivers to obtain optimal radio network functionality.
- Provide cut sheets on all equipment proposed for the design of the Network.
- Quantities and costs of purchase and installation of the proposed receiving equipment, transceivers and transmitters on Village owned property (a list of Village owned properties is attached as Exhibit B) shall be outlined in appendix "A" (attached).
- Provide costs of annual maintenance fees to maintain the Network in appendix "A" (attached).
- Provide a remote monitoring solution for use by the Fire Prevention Bureau personnel in their office located at DGFD Station 2 capable of reading history and showing of any fire alarm that is either out of service or in a trouble mode.
- Proponent shall provide an option for ongoing storage of two months of transceivers inventory based on an installation schedule provided by VODG.
- Appendix "A" shall be completed to provide all costs associated with purchase, implementation and maintenance of the Network for the Village of Downers Grove.

2.0 Equipment:

- The Network shall be a receiver, transmitter, and repeater (transceiver) capable of establishing multiple routes to the receiver through the other transceivers in the Network automatically and dynamically. The Network shall be capable of repeating the signals of surrounding transceivers on the Network to increase Network strength and coverage. Systems dependant on a single path to the receiver or requiring dedicated repeaters shall not be acceptable.

- Transceivers shall be the AES-Intellinet 7000 Series or approved equal.
- All transceivers' communications shall utilize fully supervised 2 way technology.
- Transceivers shall be capable of transmitting supplementary Contact ID data via specific connections from approved fire alarm control panels. Units shall also be able to accept input from systems utilizing dry contacts or line reversal inputs.
- An audible, visual and printed alarm signal for each alarm change of status. At a minimum, alarm status shall include fire, trouble, and secure signals.

3.0 Installation

- During the installation of the receiving equipment the VODG dispatch center will be in use. The contractor is to coordinate closely with the VODG dispatch center to reduce inconveniences at all Village locations.
- Any approved interruption of services must be kept to a minimum.
- At the time of installation successful proponent shall provide installation, programming, or any materials that will be needed to operate or diagnose failures of the installed equipment.

4.0 Service and Warranty

- Provide 24/7 service within 2 hours for all receiving equipment and VODG transceivers and transmitters.
- Technical support capabilities shall include phone, on-line and on-site support by full-time, trained employees of the supplier.
- Perpetual phone technical support service at no charge is preferred.
- All equipment and labor shall include a minimum 1 year warranty.
- No cost software updates are preferred within the warranty period.

5.0 Training

- Provide factory training and continuing education to all appropriate VODG personnel.
- Provide a "one time" factory training seminar open to all fire alarm contractors doing business or future business in the VODG. Training shall be coordinated by the Downers Grove Training Division and the Fire Prevention Bureau.



November 13, 2013

www.downers.us

COMMUNITY RESPONSE
CENTER

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

FIRE DEPARTMENT
ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

ADDENDUM-02
RFP-0-68-2013/TT
REQUEST FOR PROPOSAL
REPLACEMENT OF MUNICIPAL FIRE ALARM
MONITORING SYSTEM

An addendum has been posted to address the following questions attached.

The response deadline has been extended to November 22, 2013 at 3:00 p.m.

Please sign and return this with your original bid documents

11-21-13
Date

Glen Schulz Name & Company
TOTAL FIRE & SAFETY

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka

Theresa H. Tarka
Purchasing

Addendum For Wireless Alarm Communication System
Questions posed on the fire department since RFP Release.

1. Who handles runaway radios?

The successful recipient of the the RFP will be responsible to control and resolve runaway radios.

2. Who will oversee entire system?

The successful recipient will oversee the entire system and the design.

3. How will the cipher code be distributed to alarm companies.

The Downers Grove Fire Prevention Bureau will give permission to the company maintaining our network to distribute the cipher code to the alarm company doing the radio installation. The DGFDF Fire Prevention Bureau will test the radio once it is installed to be sure all signals are communicating to the head end receiver.

4. Who will oversee the the design.

The successful recipient will oversee the design of the network.

5. Can an extension of the RFP deadline be granted.

The response deadline has been extended to November 22, 2013 @ 3:00 p.m.

APPENDIX B

VILLAGE OWNED FACILITIES

Fire Station 1 - 2560 Wisconsin

Fire Station 2 - 5420 Main

Fire Station 3 - 3900 Highland

Fire Station 5 - 6701 Main

Village Hall - 801 Burlington Ave

Parking Deck - 945 Curtiss

Main Street Train Depot - 1000 Burlington

Public Works - 5101 Walnut

Social & Health Services - 842 Curtiss

Fleet Garage - 700 Curtiss

Fleet Garage Storage - 700 Curtiss

Police Department - 825 Burlington

Library - 1050 Curtiss

TOTAL

TOTAL FIRE & SAFETY INC.

6808 Hobson Valley Dr. Unit 105
Woodridge, IL 60517
Ph 630.960.5060 Fx 630.960.4823
LIC# 127.001462 - LIC# 127.00134
"Your Total Source for Fire Safety & Security"

Total Fire's plan of installation of the network and location of Receivers.

Total Fire and Safety will install an AES 7705I multinet system at 825 Burlington in the VODG. This includes two (2) receivers and two (2) Remote transceivers. Total Fire and Safety will install two (2) 9DB antennas that go with the two 7170 IP links. Total Fire and Safety will Integrate the new AES intellinet system with the existing Ademco 8000 and the SIS software. Total Fire and Safety will install one (1) 7744F-ULP wireless communicators at the Thirteen (13) locations in (appendix B) to develop the mesh radio network. Total Fire and Safety will obtain the FCC Certification and it will be owned by the Village of Downers Grove.

Brad J. Schultz
Total Fire & Safety, Inc.
ph (630) 960-5060 ext. 127
fx (630) 960-4823

TOTAL

TOTAL FIRE & SAFETY INC.

6808 Hobson Valley Dr. Unit 105
Woodridge, IL 60517

Ph 630.960.5060 Fx 630.960.4823

LIC# 127.001462 - LIC# FSC0248 - LIC# 0067-ABC

"Your Total Source for Fire Safety & Security"

To The Village of Downers Grove,

Total Fire and Safety Inc. will provide your personnel with all the training they will need to manage and operate the new AES equipment. We will provide Factory training to all your employees that will be using this equipment or working with equipment associated to the network. We will teach them how to use, maintain, and trouble shoot the equipment. We will work with your operators to make sure they fully understand the system that will be installed. A representative of AES will also come out and help with the training. We will give your team as much training as needed until they are 100% confident in operating the system.

Total Fire and Safety Inc. will provide a "one-time" factory training seminar open to all fire alarm contractors doing business or future business with the Village of Downers Grove. Training shall be coordinated by the Downers Grove Training Division and the Fire Prevention Bureau. The factory training for alarm contractors is included in the final certification amount listed in Appendix A not to exceed \$2,500. The cost of factory training after the initial training is \$1,200 per day at a location of your choice.

Total Fire and Safety's IT Dept will work with your IT dept to to create a remote login for each member of your team you would like to have remote access. This will be accomplished through a secured VPN and additional SIS modules. You will be able to restrict what people are allowed to view, edit, do remotely. Your computer, Smartphone, or tablet will be able to do this. Signals received will be live so you have the ability to view what the dispatch gets as it happens.

Thank you,

Brad Schultz

Total Fire and Safety, Inc.

TOTAL

TOTAL FIRE & SAFETY

6808 Hobson Valley Dr. Unit 105
Woodridge, IL 60517
Telephone 630.960.5060 Fax 630.960.4823
SP FSC0248 * AL 127.001462 * FED 0067-ABC

RFP-0-68-2013/TT
Replacement of Municipal Fire Alarm
Monitoring System

1/27/2014

To The Village of Downers Grove,

The proposal submitted by Total Fire and Safety Inc. on appendix A in the RFP-0-68-2013/TT comes with a 1 year warranty on all parts and labor from the date of completion and final certification. (Water damage, Lighting damage, Power Surge, Or Acts of God is not covered). The annual maintenance and certification of the central station (911 center) cost \$4,600. This maintenance will cover any service calls needed to keep the receivers and associated equipment running and working properly. This also includes the annual licensing fee for the AES software. The annual maintenance of each radio on network will be \$120. This covers all service calls and labor to keep the AES network operating correctly throughout the Village of Downers Grove. The installation of new AES IntelliNet communicators including install by Total Fire and Safety Inc. will cost \$813 and an annual maintenance fee of \$120 after the first year. This maintenance fee will cover all service calls, labor, and parts for the radios to keep each radio operating as designed. This will cover full replacement of the radio if necessary. Total Fire and Safety will honor this pricing for an additional 4 years after the 1 year warranty expires.

Thanks,

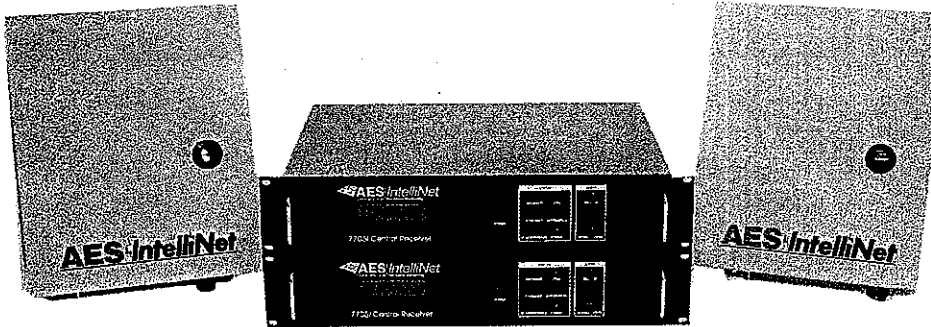
Brad J. Schultz
Total Fire & Safety, Inc.
ph (630) 960-5060 ext. 127
bjs@totalfireandsafety.com

UL Listed

No MORE BOUNDARIES 7705i AES-MultiNet

AES IntelliNet
CORPORATION | For Alarm Monitoring

AES-IntelliNet Wireless-to-Internet Receiver System

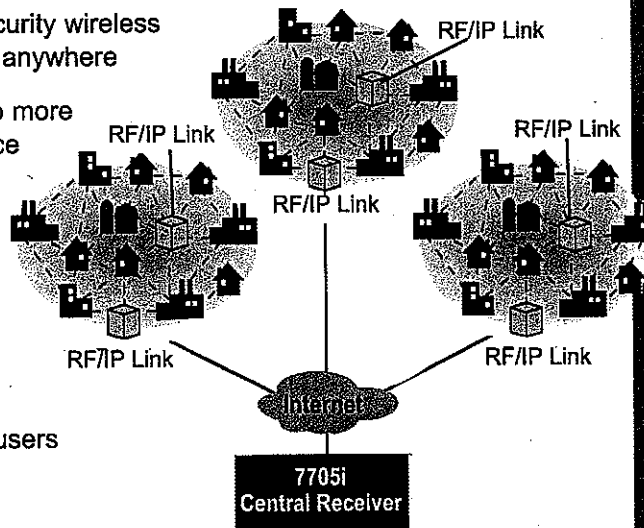


Link Multiple AES-IntelliNet Networks

The 7705i AES-MultiNet system is a UL Listed and NFPA72 compliant advanced wireless-to-Internet receiver designed to support multiple AES-IntelliNet wireless mesh networks, from one Central Monitoring Station.

No More Boundaries

- AES-MultiNet is an operator owned, wireless packet data communications network
- The 7705i is a Linux server and central station receiver
- Multi-region fire and security wireless alarm communications, anywhere
- No monthly fees and no more technology obsolescence
- Limitless geographic coverage
- Scalable, ease of expansion
- Significant operation enhancements for existing AES-IntelliNet users



- Connect Multiple AES-IntelliNet Radio Networks to Central Monitoring Facilities
- Increase Capacity of Existing AES-IntelliNet Networks
- Control Communications Network from Central Station
- Wireless Alarm Communications Network Replaces Telephone Lines for Fire and Burglary Monitoring
- UL Listed and NFPA-72 Compliant

UL Listings

- UL 864 - Edition 9
- UL 2050
- UL 1610
- UL 365

NFPA-72 Compliant



Wireless mesh networking is an innovative technology adopted by many industries with applications that need to communicate data over a large geographic area with a high level of reliability at a low total cost of ownership.

The advanced design and 2-way communications capability provides easy installation, expansion, and management when compared to alternative communication methods, both wired and wireless.



7705i AES-MultiNet

Advanced Wireless-to-Internet Communications

7705i Receiver – With integrated Linux server

7170 Remote Transceiver – Collects AES-IntelliNet wireless signals and converts them to TCP/IP packets for transmission to the 7705i Receiver

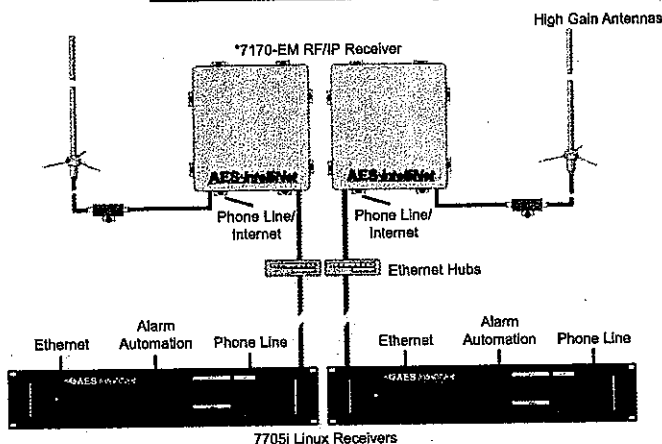
Logging Printer – With vapor paper capabilities

MultiNet Offers Many Advanced Features

Integrated software allows secure system access and control via a remote PC and provides for modem and telephone line back up in case of Internet outage.

- 128 Bit Encryption
- High Powered Linux Operating System
- Easy to use GUI
- Complete Hardware Redundancy
- Fail Secure
- Redundant Communications Link to Central Station
- Network Compatibility to Intrusion and Fire Alarm Panels
- TCP/IP and Serial Integration to Central Station Software

Central Station Configuration



AES IntelliNet
CORPORATION | For Alarm Monitoring

Technical Specifications

Standard Frequency Ranges

UHF 450-470 MHZ

VHF 150-174 MHZ

(Others Available)

Standard Output Power

2 Watts

Operating Voltage

110/220 VAC, 50/60 Hz

Operating Temperature Range

0° to 50° C (32° to 122° F)

Storage Temperature Range

-10° to 60° C (14° to 140° F)

Physical Dimensions

19" (48 cm) W X 3.5" (8.8 cm) H

(2U) X 12.24" (31.1 cm), 13.25"

(33.7 cm) including rack handles

Approximate Receiver Weight

8.2 lbs, 3.7 Kg

AES IntelliNet
CORPORATION | For Alarm Monitoring

For more information

Call 800-AES-NETS (800-237-6387)

AES Corporation | 285 Newbury Street | Peabody, MA 01960 USA

Tel. +1 978-535-7310 | Fax +1 978-535-7313 | Email info@aes-intellinet.com

Web www.aes-intellinet.com

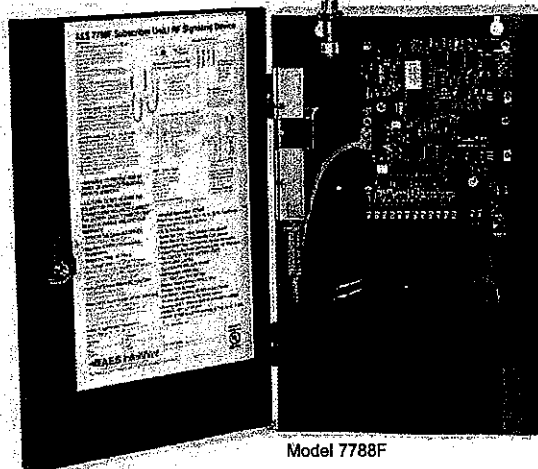
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7705i/11/01/R5

7788F/7744F Series

Wireless Fire Alarm Communicators for AES-IntelliNet

AES IntelliNet
CORPORATION | For Alarm Monitoring



Model 7788F



Advanced Wireless Alarm Monitoring

The AES-IntelliNet mesh radio network offers unmatched reliability and speed in delivering wireless alarm signals to a central station without third party fees or reliance on networks owned by companies outside the security and fire alarm industry. AES-7788F/7744F Series Smart Subscriber Transceivers provide the wireless communication link between the fire alarm panel and the central station receiver. The 7788F/7744F Series is ideal for most commercial fire alarm applications. Each 7788F/7744F Series Subscriber is housed in a full sized, red, locked, steel cabinet and supports a range of alarm panel inputs including EOL fire, EOL supervised, and direct voltage from the panel (non-fire applications).

Supervised Operation

AES Smart Subscribers offer fully supervised operation that includes monitoring of operating power (both primary AC power and battery backup) and the connection to the radio network. Each Subscriber "checks in" with the AES central station receiver at least once every 24 hours. The supervision check in time can be set for as often as once per minute and, because the central station owns the wireless network, there is no additional cost for air time to transmit supervisory signals.

Full Data Reporting from Alarm Panel Digital Dialer

Models 7788F-ULP and 7744F-ULP come equipped with an IntelliPro Fire Full Data Module (AES-7794) which enables reporting of full alarm data captured from the fire alarm panel's digital communicator. IntelliPro Fire supports most alarm communication formats including Contact ID, Pulse, as well as Bosch Modem IIe and Modem IIIa2.

Features – All models

- UL Listed commercial fire alarm applications.
- Meets NFPA 72 requirements
- Direct reporting to AES receiver across IntelliNet wireless mesh network
- Each Subscriber acts as transmitter/receiver/repeater
- Simple and fast activation on network
- On board status LEDs for easy set up
- 8 programmable zone inputs – 7788F
- 4 programmable zone inputs and 4 reverse polarity inputs – 7744F
- Easy programming via AES handheld programmer or PC
- Rugged metal housing ideal for any commercial fire alarm application

Models 7788F/7744F-ULP with IntelliPro Fire also includes

- IntelliPro Fire transmits full alarm data from virtually any fire alarm panel digital communicator
- Alarm format support for Contact ID, Pulse, or Bosch Modem IIe or Modem IIIa2
- Easy installation in AES subscriber
- Operates in applications with or without a phone line



Wireless mesh networking is an innovative technology adopted by many industries with applications that need to communicate data over a large geographic area with a high level of reliability at a low total cost of ownership.

The advanced design and 2-way communications capability provides easy installation, expansion, and management when compared to alternative communication methods (both wired and wireless).

7788F/7744F Series



Technical Specifications

7788F/7744F Series Subscribers

Dimensions

- 13.25"H x 8.5"W x 4.3"D
(34cm H x 21.5cm W x 11cm D)

Weight

- Approx. 7 pounds (3.2 kilograms),
excludes battery.

Radio Frequency

- Standard Frequency Range:
450-470MHz (others available)
- Output Power - 2 Watts
(others available)

Antenna

- Included 2.5 db tamper resistant
antenna mounts on enclosure
- Multiple remote antenna options
available

Power Input

- 16.5VAC, 40VA (transformer not
included)

Backup Battery

- Will charge 12V battery up to 7.5 AH.
Requires 12VDC 7.5 AH battery for
UL 864.

Alarm Signal Inputs (subscriber)

- 7788F - 8 individually programmable
zones
- 7744F - 4 individually programmable
zones and 4 reverse polarity inputs

UL Standards

- UL 864 Edition 9 - Standard for
Control Units and Accessories for Fire
Alarm Systems
- UL 365 - Standard for Police Station
Connected Burglar Alarm Units and
Systems
- UL 1681 - Standard for Central
Station Burglar Alarm Units

Antenna Cut / Communication

Trouble Output

- Form C relay; fail secure; rated for 24
VDC 1A resistive

Reset Button

- Located on main circuit board.

Operating Temperature

- 0° to 50° C (32° to 122°F)

Storage Temperature

- -10° to 60° C (14° to 140°F)

Relative Humidity

- 0 to 85% RHC, Non Condensing

AES-7794 IntelliPro Fire

Input / Output Connections

- RJ11 connection to AES subscriber for
module data and power
- RJ11 connector for Handheld
Programmer/PC programming
- RJ31X Telco connections - T and R
both in and out via terminal strip and
RJ45
- Alarm Panel digital communicator
T and R both in and out via terminal
strip and RJ45
- Trouble Output: Form C relay detects if
Subscriber is off the network

Alarm Formats

- Support for Contact ID and Pulse
formats as well as Modem IIe and
Modem IIIa2 converted to CID

Size

- 2.8 x 5.0 inches (7.1cm x 12.7cm)

Power Requirements

- 12 VDC nominal - primary and backup
power provided by the AES
7788F/7744F or other Subscriber

How to Order

Model	Description
7744F	4 Zone Fire Alarm Subscriber with 4 reverse polarity inputs
7744F-ULP	7744F Fire Alarm Subscriber with IntelliPro Fire full data module
7788F	8 Zone Fire Alarm Subscriber
7788F-ULP	7788F Fire Alarm Subscriber with IntelliPro Fire full data module

Optional Accessories

7041E	Subscriber Handheld Programmer
7794	IntelliPro Fire Full Data Module



AES-IntelliNet™ is the industry leader in delivering high quality wireless mesh networks to the fire and security industry in commercial, corporate, government, and educational applications with its broad line of products and advanced network management tools. Users of AES-IntelliNet networks have gained significant revenue, communications, and cost advantages while meeting the high standards of reliability required for the fire and security industry. AES-IntelliNet alarm monitoring systems are deployed at hundreds of thousands of locations in over 150 countries.



For more information

Call 800-AES-NETS (800-237-6387)

AES Corporation | 285 Newbury Street | Peabody, MA 01960 USA

Tel. +1 978-535-7310 | Fax +1 978-535-7313 | Email info@aes-intellinet.com

Web www.aes-intellinet.com

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of AES Corporation

7788F-7744F-7794-71ES



UL864 Listed - NFPA 72 Compliant Wireless Mesh Alarm Communications Network

AES-IntelliNet

Multiple Path Validation Reference



Official Listings and Compliance Information

UL Listing - Official listings and compliance information for AES products are located on the AES-IntelliNet website or on the official UL website. Instructions are as follows:

Visit the AES-IntelliNet website: <http://www.aes-intellinet.com/Certifications.htm>

Visit the official UL website: <http://database.ul.com/cgi-bin/XYV/template/LISEXT/1FRAME/gflienbr.html> and type in File# **SS103**

CSFM Listings:

Visit <http://osfm.fire.ca.gov/> and follow these instructions:

- go to Licensing/Listings tab
- Choose Building Materials Listings (BML)
- Select Company Name from drop down menu
- Select AES Corporation

NFPA -72 Code and Chapters:

The applicable references for AES Corporation can be found at:

- Year 2002 - 8.5.3/Table A.8.5.1
- Year 2007 - 8.6.3.5/Table A.8.6.1
- Year 2010 - 26.5.3.3.2/Table A.26.6.1

FOR MORE INFORMATION

Contact Information

Sales
Tel: 978-535-7310
Toll Free: 800-237-6387
Email: info@aes-intellinet.com

OR

Technical Support

Tel: 800-237-6387 Option #4
WEB: <http://www.aes-intellinet.com/techsupport.html>
Email: support@aes-intellinet.com



Call 800-AES-NETS (800-237-6387)

AES Corporation | 285 Newbury Street | Peabody, MA 01960 USA
Tel: +1 978-535-7310 | Fax: +1 978-535-7313 | Email: info@aes-intellinet.com
Web: www.aes-intellinet.com

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
127.001462
124.001768

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
08/31/2014

PRIVATE ALARM CONTRACTOR
AGENCY

TOTAL FIRE & SAFETY INC
6808 HOBSON VALLEY DR STE 105
WOODRIDGE, IL 60517



Manuel Flores
MANUEL FLORES
ACTING SECRETARY

Jay Stewart
JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

7720883

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:

TOTAL FIRE & SAFETY, INC

Company Name

Date: 11-20-13

6808 Hobson Valley Dr.

Street Address of Company

BJS@TOTALFIREANDSAFETY.COM

Email Address

Woodridge IL 60517

City, State, Zip

BRAD SCHULTZ

Contact Name (Print)

630 960 5060

Business Phone

630 960-5060

24-Hour Telephone

630 960-4823

Fax

Glenn Schultz

Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation

GLENN SCHULTZ PRES,

Print Name & Title

Glenn Schultz

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Signature of Village Clerk

Title

Date

Date

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



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: TOTAL FIRE + SAFETY INC.
ADDRESS: 6808 Hobson Valley Dr.
CITY: Woodridge
STATE: IL
ZIP: 60517
PHONE: 630 960 5000 FAX: 630 960 4823
TAX ID #(TIN): 36-4453547

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Same
ADDRESS:
CITY:
STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Mary D Schults DATE: 11-20-13

PROPOSER'S CERTIFICATION (page 1 of 3)

Proposal RFP-0-68-2013/TT

With regard to Replacement of Municipal Fire Alarm Monitoring System (Name of Project)

Proposer TOTAL FIRE & SAFETY (Name of Proposer)

hereby certifies

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

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: Glenn Schultz
Proposer's Authorized Agent

36 - 4453547

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



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

Heather E Daley
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of TOTAL FIRE & SAFETY, INC., and the full names of its Officers are as follows:

President: Glenn E SCHULTZ

Secretary: Glenn E SCHULTZ

Treasurer: _____

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:

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 _____

6. 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: TOTAL FIRE & SAFETY INC.

Agent: INSURANCE SOLUTIONS NETWORK LLC

Street Address: 127 W. ST. CHARLES RD. P.O. BOX 6000

City, State, Zip Code: VILLA PARK, IL 60181

Telephone Number: 630 530-2728

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

Print Name of Company: TOTAL FIRE & SAFETY INC.

Print Name and Title of Authorizing Signature: GLENN SCHULTZ

Signature: 

Date: 11-21-13

BUY AMERICA CERTIFICATION

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

Instructions:

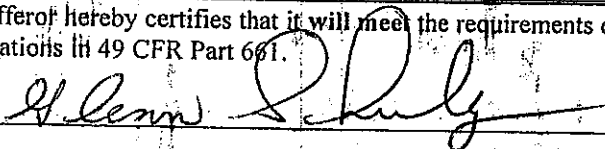
Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

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

TOTAL FIDELITY + SAFETY INC.

Title

PRESIDENT

Date

11-21-13

Certificate of Non-Compliance

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

Signature

Company Name

Title

Date

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

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

Suspension or Debarment Certificate

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

By submitting this offer and signing this certificate, the 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: Total Fire + Safety INC

Address: 6808 Hobson Valley Dr.

City: Woodridge Zip Code: 60517

Telephone: (630) 960 5060 Fax Number: (630) 960 4823

E-mail Address: BJS @ TOTALFIREANDSAFETY.COM

Authorized Company Signature: Glen Sauer

Print Signature Name: Glen Sauer Title of Official: Pres.

Date: 11-21-13

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.

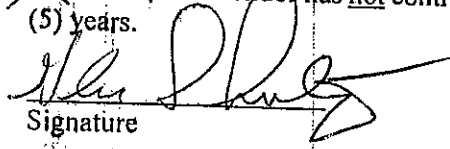
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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.


Signature

Glenn SCHULTZ
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