

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**MAY 20, 2014 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Bid: Supply of Traffic Sign Materials	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the supply of traffic sign materials to 3M Company of St. Paul, MN in the amount of \$20,000 to be used by the Traffic Division for fabrication of traffic signs.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY14 Budget includes \$20,000 in the General Fund for this contract.

**RECOMMENDATION**

Approval on the May 20, 2014 consent agenda.

**BACKGROUND**

Traffic sign materials consist of the retro-reflective plastic sheeting that is used to make traffic signs. This contract was competitively bid and resulted in five responses meeting specifications as summarized below. The bids were based on unit pricing for an estimated amount of materials. The actual amount purchased will be below the budgeted amount.

<b>Vendor</b>	<b>Cost</b>
3M Company, St. Paul, MN	\$30,201.00
Osburn Associates, Inc., Logan, OH	\$37,414.50
Vulcan Signs, Foley, AL	\$39,122.56
Traffic & Parking Control Company, Inc., Brown Deer, WI	\$40,756.70
Lightle Enterprises of Ohio, LLC, Frankfort, OH	\$41,695.12

Staff recommends awarding this contract for an amount of \$20,000. The Village last used this supplier for traffic sign materials in 2013 and their performance was satisfactory.

**ATTACHMENTS**

Contract Documents



## CALL FOR BIDS

- I Name of Company Bidding: 3M Company
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-25-2014/tt
  - B. For: TRAFFIC CONTROL SIGN MATERIALS
  - C. Bid Opening Date/Time: April 1, 2014, 11:00 a.m.
  - D. Pre-Bid Conference Date/Time: N/A
- III. Required of All Bidders:
- A. Bid Deposit: N/A
  - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
  - B. Certificate of Insurance: **Required**

Legal Advertisement Published: March 18, 2014

Date Issued: March 18, 2014

This document comprises 29 pages

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

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

[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS**

**Bid No.:** CFB-0-25-2014/tt

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

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

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

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

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

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

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**I. CALL FOR BIDS**

**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **April 1, 2014, 11:00 a.m .**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

**2. PREPARATION OF BID**

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

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any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

- 2.5 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, 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-BID CONFERENCE**

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **4. SUBMISSION OF BID**

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

### **5. MODIFICATION OR WITHDRAWAL OF BID**

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

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set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

### **6. REJECTION OF BIDS**

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

### **7. COMPETENCY OF BIDDER**

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

### **8. DISQUALIFICATION OF BIDDERS**

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

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

- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

## 9. BASIS OF AWARD

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

## 10. AWARD OF CONTRACT

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

## 11. RETURN OF BID DEPOSIT

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

## 12. FAILURE TO ENTER INTO CONTRACT

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

## 13. SECURITY FOR PERFORMANCE

- 13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid 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

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

### **14. TAX EXEMPTION**

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

### **15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

### **16. CATALOGS**

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

### **17. TRADE NAMES/SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

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



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

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

**20. INSPECTION**

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

**21. DELIVERIES**

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

**22. SPECIAL HANDLING**

22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor 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. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

**23. COMPLIANCE WITH OSHA STANDARDS**

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

**24. CERCLA INDEMNIFICATION**

24.1 The Contractor 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 Contractor, both before and after its disposal.

**25. BUY AMERICA**

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

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

**26. CAMPAIGN DISCLOSURE**

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

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

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

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

**27. BACKING PRECAUTIONS**

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

**28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS**

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

**29. COPYRIGHT/PATENT INFRINGEMENT**

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

**30. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**31. NONDISCRIMINATION**

31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that 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 Bid.
- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 12101 et. seq.

**32. SEXUAL HARASSMENT POLICY**

32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and

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how to contact these entities; and

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

**33. EQUAL EMPLOYMENT OPPORTUNITY**

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

33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental 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.

33.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

33.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.

33.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the

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Department's Rules and Regulations.

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

33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**34. DRUG FREE WORK PLACE**

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

34.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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

34.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

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34.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

**35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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

**36. PREVAILING WAGE ACT**

The Prevailing Wage Act does not apply to this contract.

**37. PATRIOT ACT COMPLIANCE**

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

**38. INSURANCE REQUIREMENTS**

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident

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

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

Village of Downers Grove

- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.
- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. 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 the 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.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the 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 Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**39. SUBLETTING OF CONTRACT**

- 39.1 No contract awarded by the Village 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 his obligation or change the terms of the Contract.

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



## Village of Downers Grove

### **40. TERM OF CONTRACT**

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

### **41. TERMINATION OF CONTRACT**

41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

41.2 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 Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the 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.

### **42. BILLING & PAYMENT PROCEDURES**

42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

42.2 The Village 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.

## Village of Downers Grove

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

Village of Downers Grove

**47. CHANGE ORDERS**

47.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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

**48. SEVERABILITY OF INVALID PROVISIONS**

48.1 If any provisions of this 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.

**49. GOVERNING LAW**

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

**50. NOTICE**

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

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

And to the Bidder as specified on the Contract Form.

**51. AMENDMENT**

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

**52. COOPERATION WITH FOIA COMPLIANCE**

52.1 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**

The undersigned ("Contractor") agrees to furnish the Village of Downers Grove, an Illinois municipal corporation, herein after referred to as the "Village," **Traffic Control Sign Materials**, conforming to the specifications attached hereto and in accordance with the terms and conditions set forth herein.

#### **A. Terms and Conditions:**

1. Delivery shall be made in minimum quantities, as required by the Village within thirty (30) days from date of order.
2. All materials shall meet the State of Illinois Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition
3. Orders may be placed in writing, by telephone, or FAX. Each order will bear an identifying order number that must be referred to on each invoice. If the Vendor should deliver traffic sign materials that do not meet the specifications described herein, then the cost of pick-up and new delivery of corrected materials shall be borne entirely by the Vendor.
4. The bidder shall warrant that the process paste shall last as long as the sheeting warranty and shall name the manufacturer of the materials at bid time. All materials shall be 3M Scotchlite reflective sheeting and 3M Electrocuttable film.

#### **B. Samples:**

Evidence in the form of samples may be requested (when required) if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Village unless otherwise stated in the bid documents. If samples should be requested, such samples must be received by the Village no later than ten (10) days after formal request is made. When required, the Village may request full demonstrations of any item(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of any expense to the Village, and if not used in testing or destroyed, will upon request, within thirty (30) days of receipt by the Village be returned at the Contractor's expense. Should it be required that the Village personnel travel outside the Village of Downers Grove to inspect product(s) or equipment, all expenses covering such travel shall be at the expense of the Contractor.

#### **C. Quantities:**

Whenever a bid is sought as a source of supply items or services, the quantities shall be construed as estimates, unless otherwise stated. The Village reserves the right to increase or decrease quantities stipulated depending on availability and quantities required. The Village shall be obligated to pay for only such quantities as may be ordered and accepted.

#### **D. Warranties:**

Contractor shall furnish manufacturer's warranties against faulty workmanship or materials for a minimum period of 12 months, or if such warranties are unavailable shall provide a personal guarantee to provide such assurance to the Village for the full 12-month period. Under such

Village of Downers Grove

warranties, faulty workmanship shall be corrected or faulty materials replaced at no cost to the Village for labor, equipment, materials, or rental for all equipment bid. If manufacturer's or vendor's standard warranties exceed these requirements for specific components, that warranty shall be provided to the Village and noted in the specifications where applicable. Should the Village discover, during its period of ownership that any part or parts are other than those used on current new models, the Village may recover by requiring the Contractor to replace and install any and all such items with current parts at no cost to the Village.

**E. Substitution of Materials:**

If the materials listed below are permitted for use in lieu of those specified, the base bid is changed by the amounts indicated.

MATERIAL	MANUFACTURER	SUBSTITUTED FOR	ADD(+)	DEDUCT (-)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The undersigned proposes to furnish at the prices indicated and conforming to the attached Village of Downers Grove specifications the following: **TRAFFIC CONTROL SIGN MATERIALS**, F.O.B., 5101 Walnut Avenue, Downers Grove, IL 60515.

**Prices shall remain in effect through December 31, 2014.**

**Materials to be Furnished:**

All Traffic Control Sign Materials unless otherwise specified are to be *Pressure Sensitive*.

Item (3M Scotchlite Brand Series 1170 - Electrocut film with clear liner)	Estimated Quantity	Unit Cost	Total
30" x 50 Yard Rolls - Red	2	\$ 341.25	\$ 682.50
36" x 50 Yard Rolls - Red	3	\$ 409.50	\$ 1228.50
36" x 50 Yard Rolls - Black	3	\$ 409.50	\$ 1228.50
36" x 50 Yard Rolls - Green	3	\$ 409.50	\$ 1228.50
36" x 50 Yard Rolls - Yellow	1	\$ 409.50	\$ 409.50
36" x 50 Yard Rolls - Blue	1	\$ 409.50	\$ 409.50

Village of Downers Grove

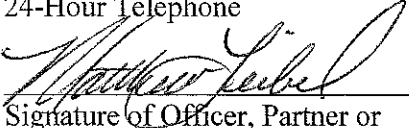

Item (3M White DG Cubed (DG <sup>3</sup> ) Reflective 4090 Sheeting)	Estimated Quantity	Unit Cost	Total
9" x 50 Yard Rolls - White	3	\$ 369.00	\$ 1107.00
24" x 50 Yard Rolls - White	2	\$ 984.00	\$ 1968.00
30" x 50 Yard Rolls - White	4	\$ 1230.00	\$ 4920.00
36" x 50 Yard Rolls - White	2	\$ 1476.00	\$ 2952.00
30" x 50 Yard Rolls - Yellow	2	\$ 1230.00	\$ 2460.00
36" x 50 Yard Rolls - Yellow	2	\$ 1476.00	\$ 2952.00
30" x 50 Yard Rolls - Yellow/Green	2	\$ 1230.00	\$ 2460.00
36" x 50 Yard Rolls - Yellow/Green	2	\$ 1476.00	\$ 2952.00

Item (3M High Intensity Prismatic Sheeting Series 3930)	Estimated Quantity	Unit Cost	Total
12" x 50 Yard Rolls - White	3	\$ 172.50	\$ 517.50
18" x 50 Yard Rolls - White	2	\$ 258.75	\$ 517.50
24" x 50 Yard Rolls - White	2	\$ 345.00	\$ 690.00
30" x 50 Yard Rolls - White	2	\$ 431.25	\$ 862.50
36" x 50 Yard Rolls - White	3	\$ 517.50	\$ 1552.50
Item (Clear Transfer Tape 3M - TPM5)	Estimated Quantity	Unit Cost	Total
18" Clear Transfer Tape	1	\$ 112.50	\$ 112.50
24" Clear Transfer Tape	1	\$ 150.00	\$ 150.00
30" Clear Transfer Tape	3	\$ 187.50	\$ 562.50

**IV. BID/CONTRACT FORM**

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

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

<b>BIDDER:</b>	
<u>3M Company</u> Company Name	Date: <u>March 28, 2014</u>
<u>3M Center, Bldg 225-4N-14</u> Street Address of Company	<u>tbidgroup@mmm.com</u> Email Address
<u>St Paul, MN 55144</u> City, State, Zip	<u>Matthew Leibel</u> Contact Name (Print)
<u>800-553-1380, Option 2</u> Business Phone	<u>800-364-3577 (3M HELPS)</u> 24-Hour Telephone
<u>888-246-9793</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Matthew Leibel, Contract Administrator</u> Print Name & Title
 Signature of Corporation Secretary	<u>XXXXXXXXXXXX</u> Contract Administrator

**VILLAGE OF DOWNERS GROVE:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

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

Village of Downers Grove

**MUNICIPAL REFERENCE LIST**

Municipality: County of DuPage  
Address: 421 N County Farm Rd, Wheaton IL 60187  
Telephone # 630-682-7527  
Contact Name Darcie Garza

Municipality City of Naperville  
Address: 400 S Eagle St, Naperville IL 60540  
Telephone # 630-420-6062  
Contact Name Jan Fischer

Municipality: Lake County  
Address: 600 W Winchester Rd, Libertyville IL 60048  
Telephone # 847-632-3950  
Contact Name Martin G. Buehler

Municipality: Village of Schaumburg  
Address: 202 Schaumburg CT, Municipal Center, Schaumburg IL 60193  
Telephone # 874-895-4500  
Contact Name Jan Williams

Municipality: Peoria County  
Address: 324 Main St, Peoria Co Courthouse Rm 502, Peoria IL 61602  
Telephone # 309-697-6400  
Contact Name Amy Benecke

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Contact Name \_\_\_\_\_

Municipality \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Contact Name \_\_\_\_\_

Municipality \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Contact Name \_\_\_\_\_



Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: 3M Company

ADDRESS: 3M Center, Bldg 225-4N-14

CITY: St Paul

STATE: MN

ZIP: 55144

PHONE: 800-553-1380, X2 FAX: 888-246-9793

TAX ID #(TIN): 41-0417775

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: 3M Company

ADDRESS: 2807 Paysphere Circle

CITY: Chicago

STATE: IL ZIP: 60674

**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: Matthew Leibel  
Matthew Leibel, Contract Administrator

DATE: March 28, 2014

Village of Downers Grove

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

With regard to CFB-0-25-2014tt, Bidder 3M Company hereby certifies  
(Name of Project) (Name of Bidder)

the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. If applicable, Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

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

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

BY: Matthew Leibel Matthew Leibel  
Bidder's Authorized Agent

4 1 - 0 4 1 7 7 7 5

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this 28 day of March,  
2014.  
Patricia Ann Gruenewald  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of 3M Company, and the full names of its Officers are as follows:

President: Inge Thulin, CEO

Secretary: Gregg Larson

Treasurer: Scott Krohn

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

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

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

Village of Downers Grove

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

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

**(c) Sole Proprietor**

The Bidder or Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

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 Old Republic Insurance Company

AGENT Willis of Minnesota, Inc.

Street Address PO Box 305191

City, State, Zip Code Nashville, TN 37230-5191

Telephone Number (877)945-7378

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

Print Name of Company: 3M Company

Print Name and Title of Authorizing Signature: Matthew Leibel, Contract Administrator

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

Date: March 28, 2014

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: 3M Company

Address: 3M Center, Bldg 225-4N-14

City: St Paul Zip Code: 55144-1000

Telephone: (800 )553-1380, Opt 2 Fax Number: (888 )246-9793

E-mail Address: tbidgroup@mmm.com

Authorized Company Signature: 

Print Signature Name: Matthew Leibel Title of Official: Contract Administrator

Date: March 28, 2014

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

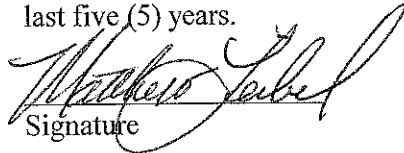
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

By signing the bid 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

Matthew Leibel, Contract Administrator  
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

## POWER OF ATTORNEY

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's, or its designated subsidiaries', true and lawful attorneys-in-fact for it, and in its name, for commercially-available products and services and government-unique products and services (except research and development services<sup>1</sup>) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, excluding certifications, representations and warranties to comply with certain laws or regulations<sup>2</sup> (hereafter referred to as "certifications"), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

Authority for the below individuals applies to the specific Business Unit or staff function indicated, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

- |  |  |   |  |
|--|--|---|--|
| • <u>3M Perfection Inc.</u><br>Richard P. Couture  | • <u>Critical and Chronic Care Solutions Division</u><br>Michael S. McDonald                             | • <u>Industrial Adhesive and Tapes Division</u><br><i>Authority for the below individual(s) applies to Federal Supply contracts only.</i><br>Perry M. Canniff   | • <u>Optical Systems Division</u><br>Micki A. Sumraera |
| • <u>3M Unitek Corporation</u><br>Vincent Martinez   | • <u>Commercial Health Care Division</u><br>Malcolm P. West  | • <u>Health Information Systems Division</u><br>Andee S. Andriole<br>Deborah A. Mason<br>Garril L. Garrison<br>Gayl W. Kirkpatrick<br>Gerald R. Jennings<br>Jan C. Cline<br>John C. Mathison<br>Lisa M. Black<br>Myung H. Kim<br>Paulette Brimley<br>Ray J. Ferril Jr.<br>Terri M. Graves   | • <u>3M Detection Solutions</u><br>Melissa J. Wezemann |
| • <u>Aearo Technologies LLC</u><br>Perry M. Canniff  | • <u>Electronics Markets Materials Division</u><br>Joseph F. Koch  | • <u>Stationery and Office Supplies Division</u><br>Malcolm P. West   |  |
| • <u>Aerospace and Aircraft Maintenance Division</u><br>Perry M. Canniff   | • <u>Electrical Markets Division</u><br>Fred Schiller  | • <u>Traffic Safety and Security Division</u><br>Catherine J. LeClair<br>Dan J. McGurran<br>Daniel F. Moran<br>David A. Pointon<br>Ella M. Schiralli<br>John H. Morris<br>John P. Benz<br>John W. Lehman<br>Linda H. Gondrager<br>Mary K. Zilles<br>Matthew R. Leibef<br>Nicole A. Christopherson<br>Richard J. LaClair<br>Robert L. Storeygard |  |
| • <u>Abrasive Systems Division</u><br>Perry M. Canniff   | • <u>Food Safety Department</u><br>Michelle Erdman   | • <u>Venture Tape Corporation</u><br>Perry M. Canniff   |  |
| • <u>Advanced Materials Division</u><br>Bruce R. Lockhart<br>Cheryl Brayman<br>Cheryl Ingstad<br>Claudia Pearson<br>Dave Magrini<br>Elizabeth R. Utley<br>John Giancola<br>Kent Mceller<br>Mary Atwell<br>Robert Race<br>Sandra J. Rushin<br>Scott J. Davis<br>Scott R. Hanson | • <u>Government R&amp;D Contracts Department</u><br>Steven L. Kaye<br>Ruth P. Charles<br>Vivian L. Smith |   |  |
|  | • <u>GTA-NHI, Inc.</u><br>Perry M. Canniff   |   |  |
|  |  | • <u>Infection Prevention Division</u><br>Michael S. McDonald<br>Health Care Service Support<br>Philip J. McCauley  |  |

Authority for the below individuals applies to the specific Business Unit or staff function indicated.

- |  |   |
|--|---|
| • <u>Global Channel Services</u><br>Julie M. Worman<br>Derrick E. Hifer                                    | • <u>Government Markets</u><br>Karen A. Kindem<br>Laurie A. Patrick |
| • <u>Government Contract Compliance</u><br>Elizabeth A. Grimes<br>Karin Stein O'Boyle<br>Richard J. Bordsa | • <u>Office of General Counsel</u><br>Richard N. Kuyath             |

<sup>1</sup> Authority to submit proposals and sign contracts for research and development services is managed by the Executive Vice President & Chief Technology Officer for Research & Development.

<sup>2</sup> Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

(b) To make certifications, except Country of Origin certifications, the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated, except certifications made by other attorneys-in-fact listed in paragraph (a) may be authorized in writing by one of the individuals listed in paragraph (b) after a determination by one of the individuals in paragraph (b) that such certification is valid. Unfamiliar certifications must be cleared with the Government Contract Compliance department prior to execution.

Authority for the below individuals applies to any Business Unit or staff function indicated.

- 3M Purification Inc.  
Richard P. Couture
- 3M Uniftek Corporation  
Vincent Martinez
- Agaro Technologies LLC  
Perry M. Canniff
- Abrasive Systems Division  
Perry M. Canniff
- Aerospace and Aircraft Maintenance Division  
Perry M. Canniff
- Government R&D Contracts Department  
Steven L. Keys  
Ruth P. Charles  
Vivien L. Smith
- Commercial Health Care Division  
Malcolm P. West
- Advanced Materials Division  
Bruce R. Lockhart  
Cheryl Brayman  
Cheryl Ingstad  
Claudia Pearson  
Dave Magnini  
Elizabeth R. Utley  
John Giancola  
Kent Hoeller  
Mary Atwell  
Robert Race  
Sandra J. Rushin  
Scott J. Davis  
Scott R. Hanson
- Critical and Chronic Care Solutions Division  
Michael McDonald
- Electronics Markets Materials Division  
Joseph F. Koch
- Food Safety Department  
Michelle Erdman
- GTA MHT, Inc.  
Perry M. Canniff
- Health Information Systems Division  
Andee S. Archibole  
Deborah A. Mason  
Garn L. Garrison  
Gay W. Kirkpatrick  
Gerald R. Jennings  
Jan C. Cline  
John C. Mathison  
Lisa M. Black  
Myung H. Kim  
Paulette Brimley  
Ray J. Terrill Jr.  
Terri M. Graves
- Infection Prevention Division  
Michael McDonald  
Health Care Service Support  
Philip J. McCauley
- Stationery and Office Supplies Division  
Malcolm P. West
- Industrial Adhesive and Tapes  
Authority for the below applies to Federal Supply Schedule Contracts only:  
Perry M. Canniff
- 3M Detection Solutions  
Melissa J. Wesemann
- Traffic Safety and Security Division  
Dan J. McGarran  
Daniel F. Moran  
John N. Morris  
John F. Benz  
Linda H. Gondringer  
Mary K. Zilles  
Matthew R. Leibel  
Richard J. LaClair  
Robert L. Storegard
- Venture Tape Corporation  
Perry M. Canniff

Authority for the below individuals applies to the specific Business Unit or staff function.

- Global Channel Services  
Derrick E. Hiller
- Government Contract Compliance  
Elizabeth A. Grimes  
Karin Stein O'Boyle  
Richard J. Sordas
- Government Markets  
Karen A. Kndem  
Laurie A. Patrick
- Office of General Counsel  
Richard N. Kuyath

(c) To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

- Office of General Counsel  
Richard N. Kuyath
- Trade Compliance Department  
Authority may be sub-delegated in writing:  
Gaud C. Whitman

For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has signed this Power of Attorney on this

19th day of March, 2014.

3M Company

By   
James S. Anderson  
Director, Government Contract Compliance



VILLAGE OF DOWNERS GROVE  
TRAFFIC CONTROL SIGN MATERIALS  
CFB-0-25-2014/tt

3M's Comments, Clarifications and Exceptions

I. Call for Bids

Bidder's Certification

**8. Disqualification of Bidders**

8.1.8.3 Please see 3M's comments below relating to insurance.

**24. CERCLA Indemnification**

24.1 The scope of this procurement is the provision of traffic sign sheeting. Accordingly, 3M will not collect waste material, nor release or threaten to release any such waste material in accordance with the scope of this contract. Accordingly, this provision is inapplicable to this contract.

II. Terms and Conditions

**37. Patriot Act Compliance**

37.1 3M is a global company with over \$30.8 billion in annual sales, operations in more than 70 countries, products sold in nearly 200 countries and 88,667 employees globally. Because of 3M's size and the broad nature of the certifications requested, 3M limits this certification to the 3M Company and its officers and directors.

**38. Insurance Requirements**

38.1 3M's insurance coverage applies only to 3M Company and its employees. That said 3M will not use subcontractors in the execution of this contract, if awarded.

38.8 3M's notification of cancellation and or modification will be consistent with policy provisions; not necessarily the notification of cancellation and or modification requirements of this contract agreement. However, 3M will contractually agree to provide the Village 30 day notice of insurance cancellation or modification. 3M's insurance policies are considered proprietary information and are not available for inspection.

## **Campaign Disclosure Certificate, Page 29**

3M is a global company with over \$30.8 billion in annual sales, operations in more than 70 countries, products sold in nearly 200 countries and 88,667 employees globally. 3M's Political Activities Principle states that 3M respects, supports and encourages participation in the political process and is committed to complying with all laws and regulations relating to this activity. Given the size and scope of 3M's operations, 3M cannot state unequivocally that no 3M employees have made contributions within the past five years to Village of Downers Grove Council members or challengers seeking to serve as a member of the Downers Grove Village Council. 3M, however, is able to confirm that 3M has not made any such corporate or PAC contributions within the past five years.



**Country of Origin Determination for  
FTA Buy America Regulations, 49 CFR Part 661**  
**This determination will expire within one year of issuance**

The Country of Origin noted above is intended only for the law indicated on this statement, and is not intended to be applicable to any other Country of Origin law.

If you require determination for another Country of Origin law regarding government procurement (such as the Trade Agreements Act or Berry Amendment), or Free Trade Agreement eligibility, different criteria may be used to make the determination, which may result in a different Country of Origin. It is necessary that you request a determination for each Country of Origin law relevant to your contract or need. These determinations are specific to 3M ID.

<b>CUSTOMER</b>	
Attn: Theresa Taraka	Date: <b>Mar-28-2014</b>
Customer: <b>Village of Downers Grove</b>	3M COMPANY
Address: 801 Burlington Ave	D. Morrison, 3M Regulatory Compliance
Address: Downers Grove, IL 60515	3M Center, St. Paul, MN 55144-1000
Phone: 630-434-5530	Phone: 651-736-5733
Email: [redacted]	Email: dmorrison@mmm.com
Fax: [redacted]	Fax: 651-733-9064

3MID	Description	Component Requirement	
		Country of Origin	% USA Sources
75000108292	1170C CLEAR EC FILM NP MISC ALL SIZE 48 IN	United States	100 Domestic
75000111213	1175C BLUE ELECTRONIC CUTTABLE FILM NP MISC ALL SIZE	United States	100 Domestic
75000114357	3930 WHITE HIGH INTENSITY PRISMATIC SHTG MISC 48 IN	United States	89 If used as component: Domestic
75000114365	3934 ORANGE HIGH INTENSITY PRISMATIC SHTG MISC 48 IN	United States	89 If used as component: Domestic
75000114373	3937 GRN HI PRISMATIC GUIDE SIGN SHTG MISC ALL SIZES	United States	89 If used as component: Domestic
75000114381	3931 YELLOW HIGH INTENSITY PRISMATIC SHTG MISC SZ 48 IN	United States	89 If used as component: Domestic
75000114399	3935 BLUE HIGH INTENSITY PRISMATIC SHTG MISC 48 IN	United States	89 If used as component: Domestic
75000114431	3932 RED HIGH INTENSITY PRISMATIC SHTG MISC 48 IN	United States	89 If used as component: Domestic
75000115347	4090 WHITE DG CUBED REFL SHTG MISC SIZE	United States	87 If used as component: Domestic
75000115362	4091 YELLOW DG CUBED REFLECTIVE SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000115388	4092 RED DG CUBED REFLECTIVE SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000115404	4095 BLUE DG CUBED REFLECTIVE SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000115420	4097 GREEN DG CUBED REFLECTIVE SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000115446	4081 FLUOR YELLOW DG CUBED REFL SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000115461	4083 FLUOR YLW-GRN DG CUBED REFL SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000115495	4084 FLUOR ORANGE DG CUBED REFL SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000116022	3939 BROWN HIGH INTENSITY PRISMATIC SHTG MISC ALL SIZES	United States	89 If used as component: Domestic
75000118085	4099 BROWN DG CUBED REFLECTIVE SHTG MISC ALL SIZE	United States	87 If used as component: Domestic
75000196479	1177C GRN ELECTRONIC CUTTABLE FILM NP MISC ALL SIZE	United States	100 Domestic

3MID	Description	Country of Origin	% USA Sources	Status
75000196776	1171C YLW CL ELECTRONIC CUTTABLE FILM NP MISC ALL SIZE	United States	100	Domestic
75000196784	1172C RED CL ELECTRONIC CUTTABLE FILM NP MISC ALL SIZE	United States	100	Domestic
75000196933	1178C BLK CL ELECTRONIC CUTTABLE FILM NP MISC ALL SIZE	United States	100	Domestic
75000196958	1179C BRN CL ELECTRONIC CUTTABLE FILM NP MISC ALL SIZE	United States	100	Domestic



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
03/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Old Republic Insurance Company	24147-001
INSURED 3M Company 3M Insurance Department Bldg 224-58-29 St. Paul, MN 55144	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 21321344

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		MWZY 301339	3/1/2014	3/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 300812	3/1/2014	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC301338 00	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Regarding "General Liability" only, 3M Company hereby grants Additional Insured status to Village of Downers, its officials, officials, employees, and volunteers limited to the conditions and terms of the "Bid No: CFB-0-25-2014/tt" dated 4/1/14, and limited to the operations of 3M Company. This Certificate of Liability is valid from 4/1/14 to 4/1/15.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE