

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**2/6/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
A motion approving an agreement for a Fire Department training facility	Jeffrey Pindelski Fire Chief

**SYNOPSIS**

A motion is requested to authorize an agreement with American Fire Training Systems of Lemont, Illinois to construct a fire department training facility in an amount not to exceed \$185,000.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

There will be no financial impact to the Village. This project will be funded with the use of Foreign Fire Tax funds. The FY18 budget provides \$185,000 in the Foreign Fire Fund (Page 4-10, Line 21) for the construction of a fire department training facility.

**RECOMMENDATION**

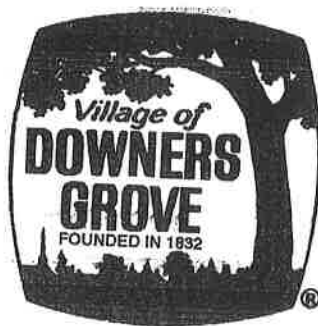
Approval on the February 6, 2018 consent agenda.

**BACKGROUND**

The Foreign Fire Tax Fund has agreed to fund the construction of a fire department tactical training facility. The facility will be located at Fire Station 101 (2560 Wisconsin). It will be constructed out of shipping containers and is replacing an existing training structure which is no longer adequate to meet the training needs of the department. The facility will allow members to perform hands on training while remaining on site within the Village. It alleviates some of the dependency on acquiring structures to perform hands on training. The facility will allow training to take place in all necessary disciplines and will also be able to be utilized by other Village departments.

**ATTACHMENTS**

Agreement



# REQUEST FOR PROPOSAL

Name of Proposing Company: American Fire Training Systems

Project Name: Downers Grove Tactical Fire Training Facility  
 Proposal No.: RFP-0-45-2017/TT  
 Proposal Due: January 8, 2018, 5 p.m.

Pre-Proposal Conference: N/A

**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: December 12, 2017

Date Issued: December 12, 2017

This document consists of 29 pages.

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

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

## Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday through 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 January 8, 2018, 5 p.m. .
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

### 2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

the requirements of the Contract Documents considered severally and collectively.

### **3. PRE- PROPOSAL CONFERENCE**

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

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

### **4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

### **5. SECURITY FOR PERFORMANCE**

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

### **6. DELIVERY**

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

**7. TAX EXEMPTION**

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

**8. RESERVED RIGHTS**

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

## **II. TERMS AND CONDITIONS**

**9. VILLAGE ORDINANCES**

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

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

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

**11. SPECIAL HANDLING**

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

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**13. NONDISCRIMINATION**

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

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

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

**14. SEXUAL HARASSMENT POLICY**

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

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

**15. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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



such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**16. DRUG FREE WORK PLACE**

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

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors

shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**18. PREVAILING WAGE ACT**

- 18.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor 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 ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 18.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 from the date of the last payment on the public work.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic

control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.

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

**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	\$1,000,000	Each Accident

## Liability

Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 22. COMPLIANCE WITH OSHA STANDARDS**
- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 23. CERCLA INDEMNIFICATION**
- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage,

personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

**24. BUY AMERICA**

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

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

**25. CAMPAIGN DISCLOSURE**

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

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

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

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

**26. SUBLETTING OF CONTRACT**

26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

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

**27. TERM OF CONTRACT**

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

## 28. TERMINATION OF CONTRACT

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

28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the 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.

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.

**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.

**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

#### **Request for Proposal Village of Downers Grove Tactical Fire Training Facility**

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The Village of Downers Grove is requesting proposals for a multi-story container type fire training facility to be installed at the rear yard of Fire Station No. 1, 2560 Wisconsin Avenue, Downers Grove, IL. The proposal must include all costs for engineered plans, all site work, all materials, complete installation and erection of the training facility.

#### Background:

The proposed facility will replace an existing wood frame training facility (approximately 30' X 50'), which is currently set on a concrete slab. The existing facility and concrete is proposed to be removed and replaced with a new container-type training structure. The proposal shall also include the cost for moving and leveling the existing steel container approximately five feet east of the existing site and removing and hauling away an existing 30'X40'X6" slab of concrete.

#### Training Facility General Requirements:

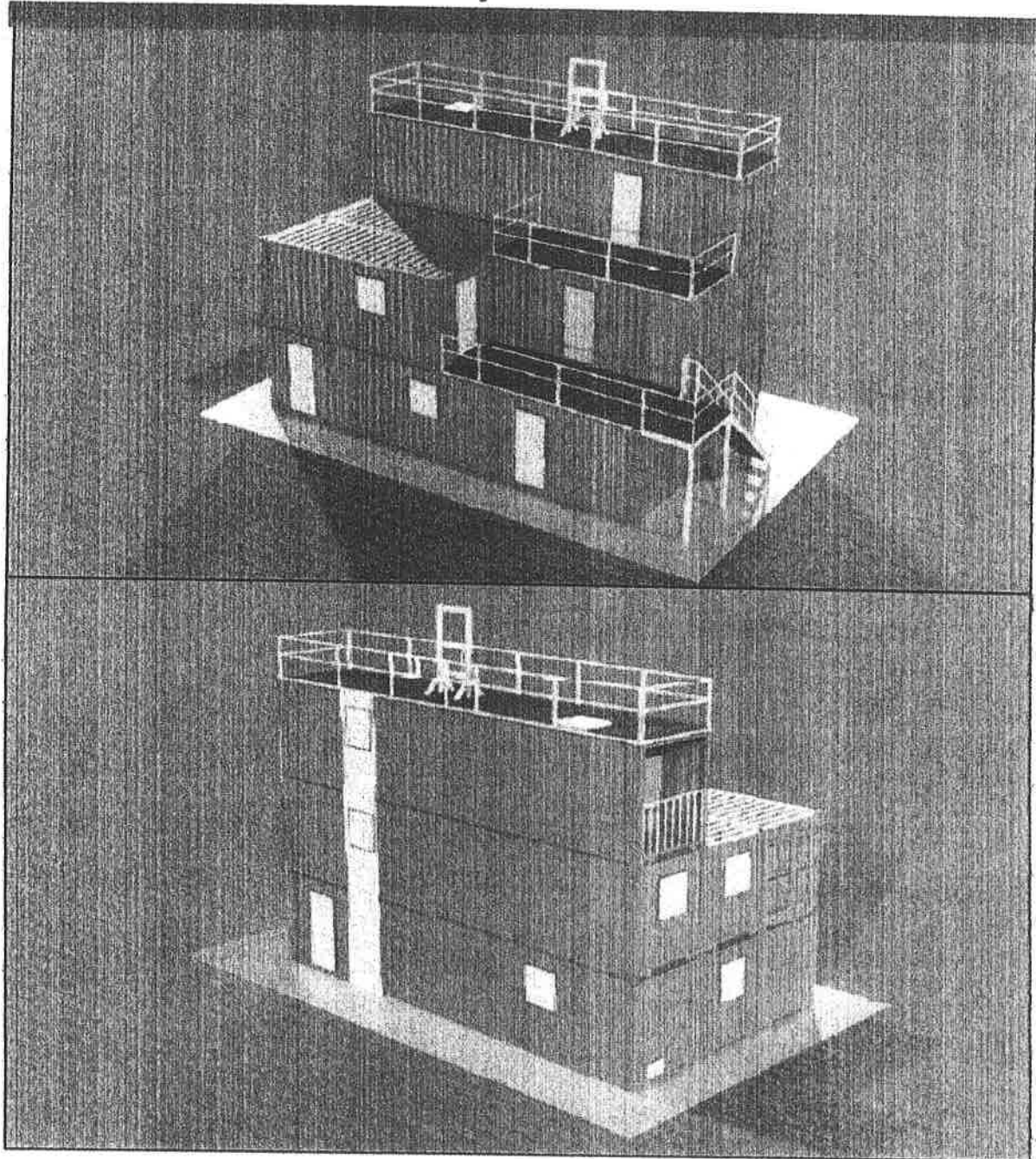
- The proposed facility shall be a three-story structure and shall be constructed of six (6) forty foot (40') containers and one (1) twenty foot (20') container, and provide approximately 3040 sq. ft. of training space.
- The training structure shall be in compliance with all applicable NFPA Standards.
- Vendor shall deliver, assemble, and install the training structure on the proposed site. Proposal shall include all costs for all site work, engineered plans, onsite installation, etc.
- Vendor shall secure all required permits and shall provide all necessary information for foundation design purposes and therefore should have a registered professional engineer on staff and provide certification with the proposal.
- The training structure shall be delivered and installed within 120 days upon project award and layout drawing approval.
- The Vendor shall paint the exterior of the training structure the color directed by the Village.
- Proposal shall include a three (3) day on-site train-the-trainer course for current fire department members.
- The training structure shall contain a minimum five (5) year warranty for workmanship and materials commencing from the date of acceptance of the structure.
- The Vendor shall provide at least three (3) references for similar facilities constructed within the last five (5) years.
- The Vendor shall provide a pictorial representation of the training structure with the proposal demonstrating that the proposed structure satisfies the required specifications.
- Vendor shall coordinate with Village representatives during all aspects of the construction.
- Vendor shall provide the Village with as-built drawing of the facility upon completion of the project.

#### Training Facility Specifications:

- Include a fully insulated 16' Burn/Smoke Room. The walls and ceilings of the Burn Room shall be constructed from heavy gauge corrugated steel and high performance insulation built to withstand repeated evolutions of up to 1000 degrees F.

- Include exterior stair and guardrail system
- Include 4 interior stair cases
- Include 8 Doors
- Include 9 Windows
- Include 1 Walk Through
- Include 1 Forcible Entry Door
- Include 2 Forcible Entry Windows
- Include 3 Decks with Hand Railings
- Include 2 Swing Away Breech Walls
- Include 4 - 3' Walk Throughs
- Include 2 Tripod Hatches
- Include 1 Interior Balcony
- Include 1 Drop Down Ladder
- Include 1 Smoke Door
- Include 1 Smoke Window
- Include 1 Flush Out Hatch
- Include 1 Smoke/Fire Cart
- Include 1 Behind the Wall Prop
- Include 2 Floor Drains
- Include 1 - 2 Zone RTD
- Include 1 Skinned Wall
- Include 1 SCBA Maze (Alternate – please price separately)
- Include 1 Pike Pole Poke Out (Alternate – please price separately)
- Include 1 Roof Pitch Simulator (Alternate – please price separately)
- Include 1 Rappel Station with Anchor Points (Alternate – please price separately)
- Facility shall be set on 12 concrete piers 2'W X 4' D with 12 12"X12"x1/2" anchored top plates and 12 rebar cages made of #6 rebar for piers
- Include 120'X5'X5" concrete sidewalk around the perimeter of the facility and 4" stone under sidewalk (alternate – please price separately)
- Include 40'X8'X5" concrete sidewalk on delta side of the facility (alternate – please price separately)
- Include 2" stone under base of containers

**Concept Views – for illustrative purposes only**





**American Fire Training Systems, Inc.**

**The first name in fire training facilities**

**15200 New Ave Lockport IL 60441**

**630-257-3659**



## References

References of some of the Fire Training Units we have built.  
You will find a contact persons phone number and e-mail address if available.  
If you have any other questions please give me a call @ 630-878-5493

Denison Iowa Fire Dept  
Chief Cory Snowgreen  
712-269-9372

Dayville CT FD  
Commissioner Kevin Ide  
508-633-0512

Muskogee OK FD  
Chief Derek Tatum  
918-684-6252

Chillicothe MO FD  
Darrell Wright  
660-646-8196

Romeoville Fire Academy  
Bat Chief Jon Ibirham  
815-530-7887

Lamar Tech Institute  
Beaumont TX  
Chief Robert Simonson  
409-673-7111

Hennepin Tech College  
Eden Prairie MN  
Dean Mike Colestock

952-995-1334

Sandoval County NM FD  
Asst Chief Jess Lewis  
505-934-0400

Truth or Consequences NM VFD  
Chief Paul Tooley  
575-740-1640

US ARMY Fort Buchanan PR  
Brad Bowling  
787-415-4875

US AIR FORCE Goodfellow TX  
James Carey  
325-227-5529

R.J.Quinn Fire Training Academy  
Chicago, Illinois  
Chief Richard Edgeworth  
1-312-735-2431

Huntley Fire Protection District  
Deputy Chief Ken Caudle  
847-489-4778

Lebanon, IN  
Sgt Ted Caldwell  
765-482-8886  
[lebfire2@yahoo.com](mailto:lebfire2@yahoo.com)

Peotone, IL  
Chief Wm Schrieber  
708-258-6884  
[peofpd@aol.com](mailto:peofpd@aol.com)

Frankfort, IL  
Chief James Grady  
815-469-1700  
[chiefgrady@frankfortfire.org](mailto:chiefgrady@frankfortfire.org)

Bay District MD VFD  
Chief Richard Sullivan  
301-737-0654

City of Lafayette Fire Department  
Asst. Chief Richard Doyle  
765-491-0320

Tecumseh, MI  
Asst. Chief Scott Long  
517-605-5039(cell)

Freeburg, IL  
Jeff Groh  
618-550-8030 (cell)

Greencastle, IN  
Jeff Mace  
765-301-0280 (cell)

Round Lake Fire Protection District, Illinois  
Northwest Lake County Facility  
Deputy Chief John Whitten  
847-652-4904 (Cell)

Townline Fire Department  
Lancaster, NY  
Chief Dave Szczudlik  
716-683-0385

Madison Fire Department  
Madison, IL  
Asst. Chief Dave Klee  
618-540-2100 (Cell)

Warsaw Fire Department  
Warsaw, Indiana  
Chief Mike Rice  
1-574-372-9552

Great Bend Fire Department  
Great Bend, Kansas  
Chief Mike Napolitano

1-620-793-4140

Marshfield Fire Department  
Marshfield, Wisconsin  
Chief Jim Schmidt  
1-715-486-2090

Denison Iowa Fire Dept  
Denison IA.  
Chief Cory Snowgreen  
712-269-9372

Marshalltown, Iowa  
Asst. Chief Steve Edwards  
1-641-754-5751  
MOBILE UNIT

Southwest Community College  
Cheryl Blazek  
641-782-1332  
Chf Todd Jackson  
641-782-5610  
MOBILE UNIT

Montague MA VFD  
Chief John Green  
413-695-0323  
MOBILE UNIT

Blackland MS VFD  
Chf Ellis Long  
662-416-2727  
MOBILE UNIT

Payson AZ FD  
Training Officer  
Jerome Lubetz  
928-595-0394  
MOBILE UNIT

Somerton AZ FD



**Chf Paul DeAnda**  
**928-261-7794**  
**MOBILE UNIT**

**Medway Ma FD**  
**Chf Chuck Waldron**  
**508-533-3213**  
**MOBILE UNIT**

**Clay IND FD**  
**Chf Brian Kazmerzak**  
**574-532-0462**  
**MOBILE UNIT**

**Torrington CT FD**  
**Capt Larry Hepburn**  
**860-489-2257**  
**MOBILE UNIT**

**Collins MS FD**  
**Chf John Pope**  
**601-467-5174**  
**MOBILE UNIT**

**Flint MI Township**  
**Chf Mike Burkely**  
**810-577-7651**  
**MOBILE UNIT**

**Waynesville MO FPD**  
**Chf Doug Yurecko**  
**573-774-5449**  
**MOBILE UNIT**

## Equal Employment Opportunity Policy Statement

American Fire Training Systems, Inc.  
15200 S. New Ave.  
Lockport, IL. 60441  
(630) 257-3659

(Date) 9 - 2007

The employment policies and practices of American Fire Training Systems, Inc. are to recruit and employ qualified job applicants without discrimination based on race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation and to treat all employees equally without discrimination because of race, creed, color, age, sex, national origin, physical or mental handicap, religion and sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

American Fire Training Systems, Inc. emphasizes this policy to assure compliance to the Civil Rights Act of 1964, as amended, Presidential Executive Orders Nos. 11246 and 11357, the Illinois Fair Employment Practices Act, and City of Downers Grove Ordinances, "Chapter 2, Division 10" and all other laws which pertain to Equal Employment Opportunity.

American Fire Training Systems, Inc. recognizes that the effective application of this policy requires that certain positive steps be taken; and, it will, therefore, undertake a program of affirmative action to make known its commitment in this regard.

American Fire Training Systems, Inc. will additionally assert its leadership within the community to achieve full employment and effective utilization of the capabilities and productivity of all persons without regard for race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation.

(Signature and Title) Kerry A Fierke G.M.


<b>ACORD</b> TM	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY) 01/08/2018
PRODUCER Phone: (815) 727-2811 Fax: (815) 727-2848 <b>A FAZIO INC.</b> 550 RUBY ST P O BOX 1248 JOLIET IL 60434-1248  Agency Lic#: Cust #2015860		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED <b>AMERICAN FIRE TRAINING SYSTEMS, INC.</b> 15200 S NEW AVE LOCKPORT IL 60441		INSURERS AFFORDING COVERAGE  INSURER A: <b>Landmark American Insurance Company</b> 33138 INSURER B: <b>Erie Insurance Exchange</b> 26271 INSURER C: _____ INSURER D: _____ INSURER E: _____

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	LHA109803	02/04/17	02/04/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Q05-1030969	05/10/17	05/10/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER ENROLLED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
		OTHER: BUILDERS' RISK & CARGO COVERAGE FOR COMPLETED UNIT.	Q22-1650088	10/16/17	10/16/18	\$400,000 LIMIT.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 FIRE DEPARTMENT TRAINING PROPS, AND RELATED OPERATIONS.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
VILLAGE OF DOWNERS GROVE 801 BURLINGTON AVE. DOWNERS GROVE, IL 60515  Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  Steve Fazio



## **American Fire Training Systems**

*15200 New Ave Lockport, IL. 60441  
The first name in fire training facilities!*



*( Who's Parent Company is A Warehouse on Wheels  
INC . ) 12315 New Ave Lemont, IL 60439*

### **Proposal for a Class A 3 story 4 levels live fire training tower approx. 3040 sq ft for the Village of Downers Grove IL FD.**

**Objective:**

Provide (1) Class A live fire **training tower for the Downers Grove FD** Also to provide bonded and insured installation.

**Proposed By:** Kerry "Jr." Fierke (American Fire Training Systems, Inc.)

**AFTS and A Warehouse on Wheels Inc. is a Family Owned and operated Business:**

39 years of experience in custom fabrication of ISO Containers, Semi Trailers, Heavy Equipment, and Structural Framework with over 13 years building and constructing Fire training structures, mobile fire trainers and stand alone training props with over 225 units built in total to date.

**Present Customers Include:**

Exelon Corp. Chicago IL  
Caterpillar Corp. Peoria IL  
W.R. Grace. Summit IL  
GE Capital California  
Prairie Materials Inc. Romeoville IL  
Enercon Engineering Inc. East Peoria IL  
Applied Mechanical Technology, Momence IL

**Firefighting References:**

See AFTS attached reference sheet

(Call AFTS Inc. for more Names, Divisions, Depts., and Phone Numbers)  
See attached for Additional references



## American Fire Training Systems

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### Project Description:

American Fire Training Systems, Inc. will design, construct and install a multi unit training prop, for the purpose of providing live fire training to new and incumbent firefighters in a controlled environment, meeting all NFPA 1403 and OSHA applicable codes standards and recommendations. Structural specifications are not intended to meet building code requirements for occupied structures.

### Warranty:

Main Structure is warrantied for craftsmanship 5 years the burn room is warrantied for 1 year under normal operations. If in the burn the recommended use is exceeded, warranty will become void. Exterior finish will be warrantied for 3 years for cracking if unit is incidentally struck by tools then affected areas should be treated immediately by dept staff.

### DELIVERY SCHEDULE

Seller shall commence to manufacture within 2 [two] weeks following receipt of buyer's PO# and fifty percent (50%) deposit. Seller will complete such manufacturing and make the goods available for inspection at any time. Approximate completion date will be approx 150-180 days from fabrication start date. If American Fire Training Systems, Inc. has completed fabrication and buyer's site is not ready, American Fire Training Systems, Inc. agrees to store finished products at American Fire Training Systems, Inc. facility.

### Specifications and main Components used for fabrication:

**ISO Containers:** The use (6) modified new 40' Lx8' Wx9.5'H high cube connex containers and (1) 20' new high cube connex.

- **Structure:** The structure is designed in accordance with the RFP, and drawings Provided by American Fire Training Systems, Inc.

**General Components and build description:** All structural components shall be of non-combustible material, consisting of stainless steel, galvanized, corten, and mild steel.

- Floor structure in the burn chamber will be of 1/8" stainless steel diamond plate. All Non-burn area flooring will consist of 16 ply Apitong wood and have a minimum of 350# sf ft capacity, all apitong wood floor will be sealed with anti-skid rhino lined material. Burn room will have 10 gauge stainless steel corrugated panels with 2000 ceramic blanket behind panel's.
- All handrails will be made of galvanized steel material with 25 year life expectancy in compliance with OSHA standards.
- Stairs will be made of 25 year galvanized steel material in compliance with OSHA

standards with 36" tread surface.

- All doors will be constructed of steel welded assembly with locking mechanism (36"x80") 3 stainless hinges. (See drawings for door locations.)
- All windows will be constructed of steel welded assembly with locking mechanism (36"x36") 2 stainless hinges. (See drawings for window locations.)
- All components will consist of NEW materials.
- Exterior finish shall be painted per customer's choice of color, with quality 2 part marine urethane finish and top clear coat.



## American Fire Training Systems



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TACTICAL AND RESCUE BURN AND NON-BURN FACILITIES

This is a quote for the multi unit multi story live fire training prop. The unit will be designed to assist in a manner, which provides safety first while allowing for realistic training circumstances.

The unit's training capabilities will include, but is not limited to, interior and exterior tactical attack, ventilation ( horizontal), direct attack .

The unit will be designed and fabricated utilizing the most current codes, standards and recommendations, published for this type of facility.

### General Information

#### *Purpose*

The training facility will be designed for basic firefighter training as well as providing current training for the experienced veteran. The unit design will offer skill testing capabilities that meet minimum Firefighter I training requirements for basic firefighting skills as directed in the NFPA 1001-1402-1403-1500.

#### *Drawings*

American Fire Training Systems, Inc. will provide 3 copies of preliminary drawings for verification as well as final drawings before manufacturing and will be stamped off by structural licensed PE.

#### *Code Compliancy*

This training prop is being manufactured with the intended use as a non occupied structure for fire and smoke training. It is the responsibility of the owner to acquire certifications for any additional adjustments. The facility will meet all OSHA and NFPA codes, standards and recommendations



## American Fire Training Systems

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### Facility

#### *Hardware*

All attachment hardware is to be either stainless steel or mild steel galvanized material.

#### *Concrete*

American Fire Training Systems recommends that the foundation should be 6" to 8" thick concrete slab with steel mesh, or rebar reinforcements, or specified otherwise piers see AFTS recommended drawing's for foundation specs.

#### *Components*

All manufactured materials will be new and of non-combustible material in burn areas.

#### *Main Structure*

The use of 6-40' ISO High Cube containers that will be used are of non-combustible materials in burn room . Structural posts are 8"x8" sq and .50" minimum.

#### *Exterior Walls*

Wall panels will be constructed of 14 gauge corrugated corten steel, with continuous seam welded to structural members.

#### *Interior Walls in burn room*

Interior walls will be insulated with ceramic fiber insulation that is rated to withstand continual elevated temperatures and will be covered with a 10 gauge thick **corrugated stainless steel**. **The burn panels will be secured using stainless steel fasteners**. AFTS does not solid weld the burn panels due to repeated temperature elevations it will cause fatigue, stress cracking and warping. The burn panels if need be replaced in the future can be done simply cutting welds unscrewing fasteners and re-welding.

#### *Flooring*

Floor structural members will be 5 ¼" channel x .125 with weather resistant coating. Floor decking in burn rooms will be stainless steel 1/8 " diamond plate. And a non skid coating will be applied to the 1-1/8" hard wood in non burn areas with a 350# per sq ft load rating.

#### *Roof Structure*

The roof structure will be constructed of 14 gauge corrugated corten steel with a active working deck to be constructed from 1/8" thick galvanized steel diamond plate with OSHA compliant hand railing and 4" safety toe kick around roof deck perimeter.



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### *Stairs*

All interior staircase material is to be constructed of 25 year galvanized bar grating. All interior or exterior stairs will provide a minimum 36" wide tread surface with OSHA compliant hand railings.

### *Doors*

All non burn doors will be constructed of 11 gauge steel single sided, 2 part urethane painted mild steel or galvanized steel. Doors will be a complete welded assembly, stainless steel hinge minimum of three (3) hinges and appropriate door mechanisms. Door size will be 36"x84" The door frames will be constructed of 2"x2"x1/8" square tubing. Burn doors will be constructed the same but made of all stainless steel construction.

### *Windows*

All non windows are to be constructed of 11 gauge galvanized, stainless or mild steel single sided. Windows will be complete welded assembly. Each window will be hinged on one side with a minimum of two stainless steel hinges. Window size will be 36"x36". Window frames are to be constructed of 2"x2"x1/8" square tubing steel. Burn windows will be constructed the same but made of all stainless steel construction.

### *Railings*

All open railing are with a vertical distance above ground in excess of 40" will include OSHA compliant railings. Each railing will supply roof access through an approved opening. All railings will be constructed of 1 1/2"x1 1/2"x 11 gauge square tubing steel. All exterior railings will have a galvanized finish.

### *Exterior Finish*

Main body is to be painted with a base color with one access color for doors, windows. Each unit will be prepped, primed and painted with 2 part urethane marine coating per customer color code specifications.





## American Fire Training Systems

*The first name in fire training facilities!*



Base cost of training tower delivered and set up on site	\$168,350.00
Qty 12- 4'x2' piers with rebar cages and steel top plates	\$7,800.00
120' x5' x5" side walk with 4" stone underneath	\$5,700.00
40' x8' x5" side walk on Delta side	\$3,100.00
<b>Total Cost</b>	<b>\$184,950.00</b>

### Included Items

- #1- -Dept graphic logo's
- #2- 1-20,000 CFM smoke generator
- #3- 1 day 10 hour train the trainer course up to 12 trainees
- #4 – RTD temperature monitoring system
- #5 - Instruction manual CD and hard copy
- #6 – 10 gauge Stainless steel lined burn room's
- #7 – Delivery of all fabricated parts
- #8 – Set up of tower on site
- #9 – Crane and manlift
- #10 – Structural stamped drawings by professional PE
- #11 – Prevailing wages for on site set up and site work
- #12 - Removal of existing concrete slab ( 30'x40'x6")
- #13 -2" inch's of stone under structure
- #14 – relocation of existing container on site

### Training Facility Specifications:

- Include a fully insulated 16' Burn/Smoke Room. The walls and ceilings of the Burn Room shall be constructed from heavy gauge corrugated steel and high performance insulation built to withstand repeated evolutions of up to 1000 degrees F.
- Include exterior stair and guardrail system
- Include 4 interior stair cases
- Include 6 Doors
- Include 9 Windows
- Include 1 Walk Through
- Include 1 Forcible Entry Door
- Include 2 Forcible Entry Windows
- Include 3 Decks with Hand Railings
- Include 2 Swing Away Breech Walls

- Include 4 - 3' Walk Throughs
- Include 2 Tripod Hatches
- Include 1 Interior Balcony
- Include 1 Drop Down Ladder
- Include 1 Smoke Door
- Include 1 Smoke Window
- Include 1 Flush Out Hatch
- Include 1 Smoke/Fire Cart
- Include 1 Behind the Wall Prop
- Include 2 Floor Drains
- Include 1 - 2 Zone RTD
- Include 1 Skinned Wall
- Include 1 Rappel Station with Anchor Points (Alternate- please price separately)
- Facility shall be set on 12 concrete piers 2'W X 4' D with 12 12"X12"x1/2" anchored top plates and 12 rebar cages made of #6 rebar for piers
- Include 120'X5'X5" concrete sidewalk around the perimeter of the facility and 4" stone under sidewalk (alternate - please price separately)
- Include 40'X8'X5" concrete sidewalk on delta side of the facility (alternate - please price separately)
- Include 2" stone under base of containers

PRICE GOOD FOR 90 DAYS

*Kerry A Fierke*

[Seller Signature]

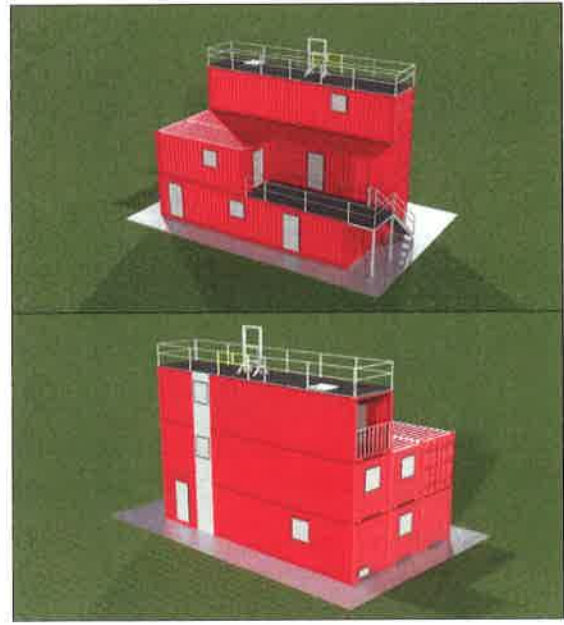
1-23-18

[Date]

Any questions regarding this proposal please call Kerry "JR" Fierke on his cell ( 630-878-5493 ) or office # ( 630-257-3659 )

**AMERICAN FIRE TRAINING SYSTEMS INC.**  
**15200 NEW AVE**  
**LOCKPORT IL 630-257-3659 office 630-257-8844 fax**

# PROPOSAL FOR TACTICAL TRAINING UNIT DOWNERS GROVE F.D. - DOWNERS GROVE, IL.



**CONCEPTUAL VIEWS**

### UNIT SPECIFICATIONS

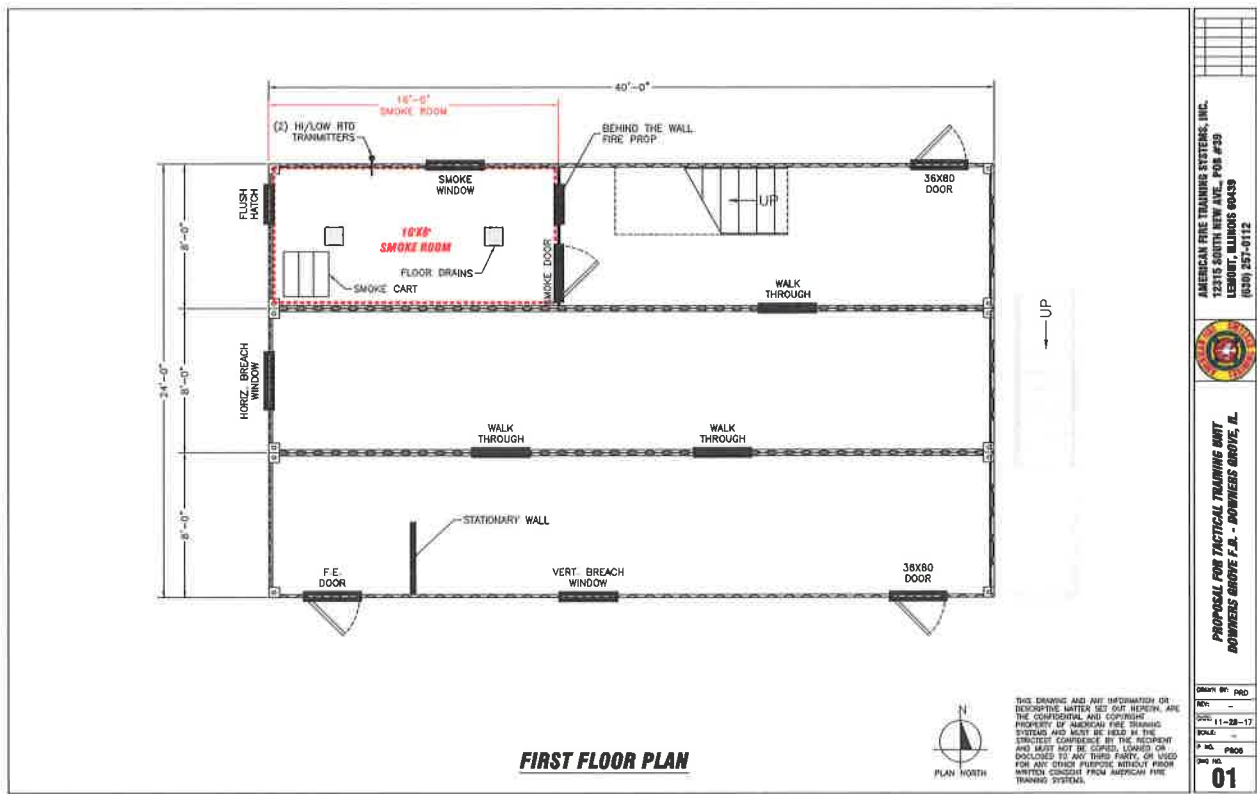
- 6 - 40' CONTAINERS
- 1 - 20' CONTAINER
- 7 - DOORS
- 10 - WINDOWS
- 1 - WALK THROUGH
- 1 - F.E. DOOR
- 2 - F.E. WINDOWS
- 4 - INT. STAIRCASES
- 2 - DECKS WITH RAILING
- 4 - 3" WALK THROUGHS
- 2 - TRIPOD HATCHES
- 1 - INT. BALCONY
- 1 - DROP-DOWN LADDER
- 1 - 16' SMOKE ROOM
- 1 - SMOKE DOOR
- 1 - SMOKE WINDOW
- 1 - FLUSH-OUT HATCH
- 1 - SMOKE CART
- 1 - BEHIND THE WALL PROP
- 2 - FLOOR DRAINS
- 1 - 2-ZONE RTD SYSTEM
- 1 - SKINNED WALL

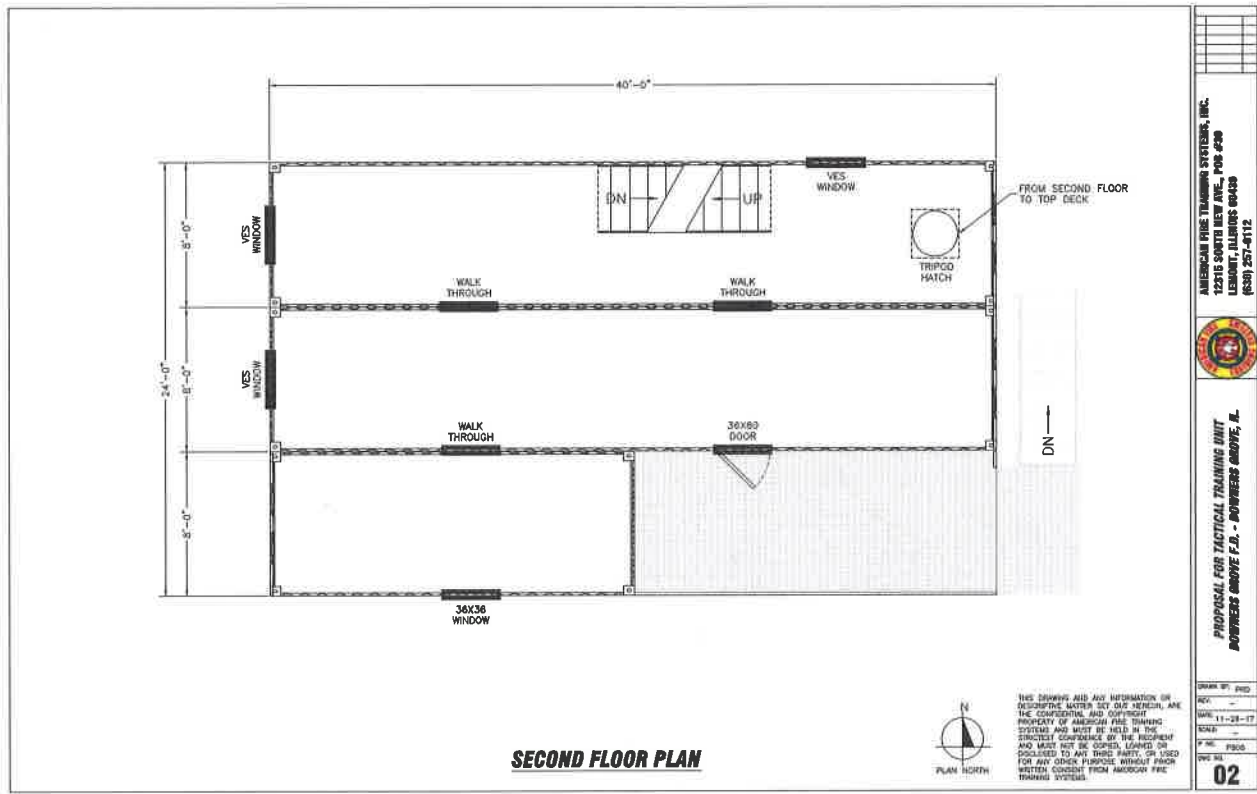
TRAINING AREA  
TOTAL = 3040 SQ.FT.



THIS DRAWING AND ANY INFORMATION OR DESCRIPTIVE MATTER SET OUT HEREON, ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF AMERICAN FIRE TRAINING SYSTEMS AND MUST BE KEPT IN THE STRICTEST CONFIDENCE BY THE RECIPIENT AND MUST NOT BE COPIED, LOANED OR DISCLOSED TO ANY THIRD PARTY, OR USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM AMERICAN FIRE TRAINING SYSTEMS.

AMERICAN FIRE TRAINING SYSTEMS, INC. 12215 SOUTH NEW AVE., P.O. #29 LEHOMT, ILLINOIS 60439 (848) 257-9112
PROPOSAL FOR TACTICAL TRAINING UNIT DOWNERS GROVE F.D. - DOWNERS GROVE, IL.
DRAWN BY: JGG
DATE: 11-28-17
SCALE: 1" = 10'-0"
NO. 00





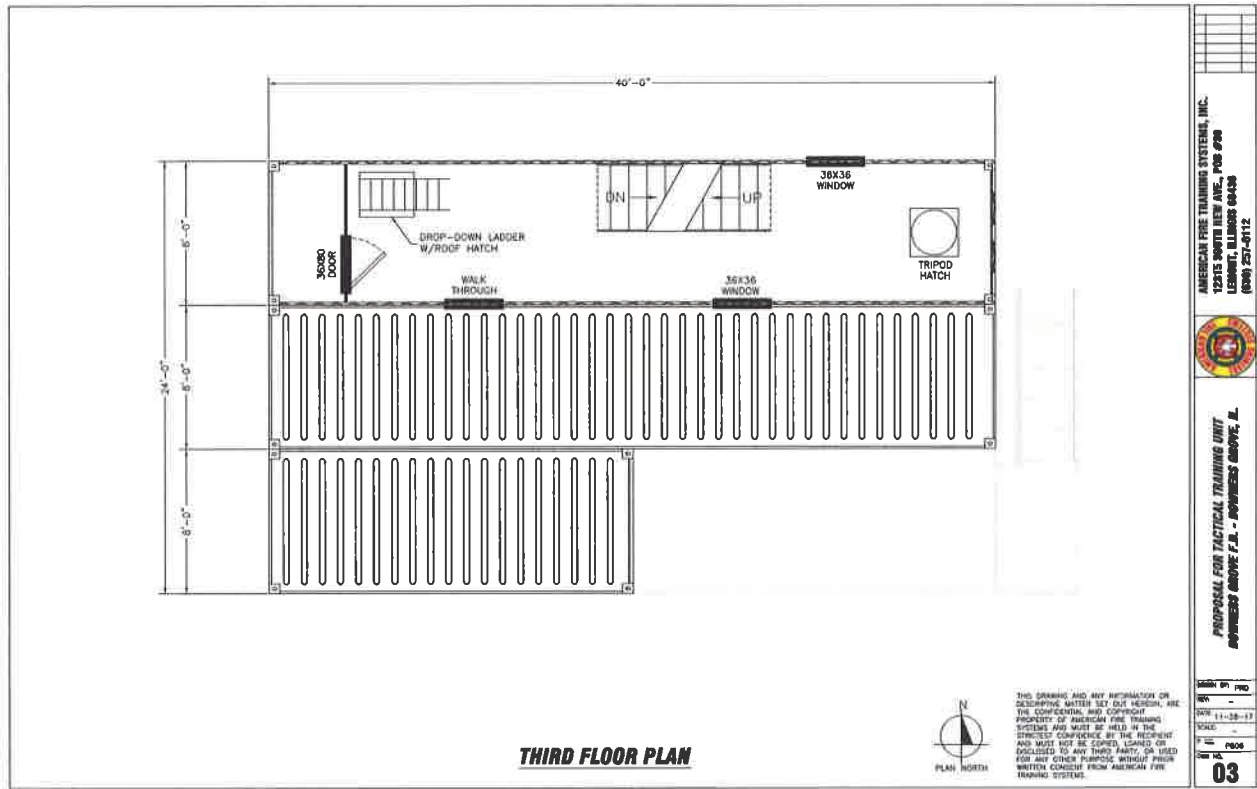
**SECOND FLOOR PLAN**



THIS DRAWING AND ANY INFORMATION OR DESCRIPTIVE MATTER SET OUT HEREIN, ARE THE CONFIDENTIAL AND SOLE PROPERTY OF AMORGAY FIRE TRAINING SYSTEMS AND MUST BE KEPT IN THE STRICTEST CONFIDENCE BY THE RECIPIENT AND MUST NOT BE COPIED, LOANED OR DISCLOSED TO ANY THIRD PARTY, OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT FROM AMORGAY FIRE TRAINING SYSTEMS.

AMERICAN FIRE TRAINING SYSTEMS, INC. 12215 SMITH NEW AVE. P.O. #20 LEOMONT, ILLINOIS 60439 (838) 257-6112

PROPOSAL FOR TACTICAL TRAINING UNIT BOWERS BOWNE F.A. - BOWERS BOWNE, IL.
DRAWN BY: PWD
REV: -
DATE: 11-28-17
SCALE: -
TITLE: P306
FIG NO: 02

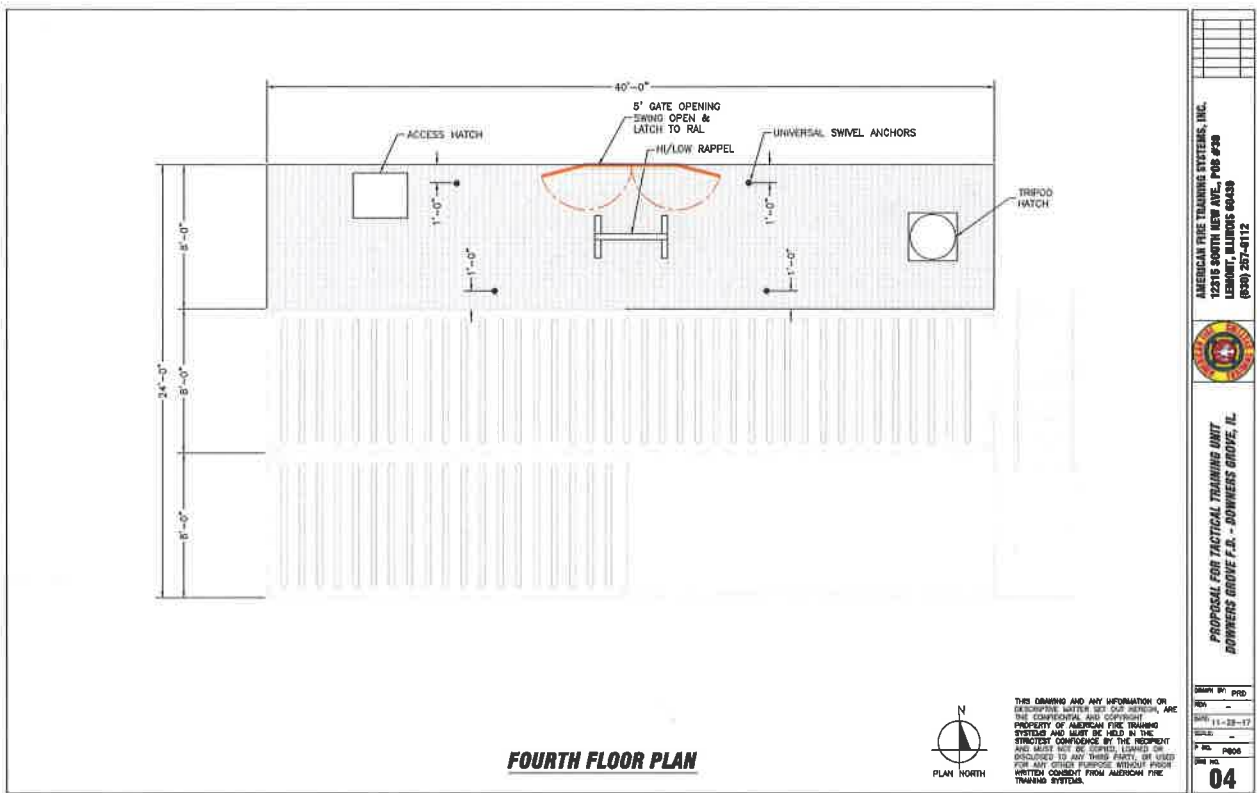


**THIRD FLOOR PLAN**



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 DESCRIBING MATTER SET OUT HEREON, ARE  
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 SYSTEMS AND MUST BE KEPT IN THE  
 STRICTEST CONFIDENCE BY THE RECIPIENT  
 AND MUST NOT BE COPIED, SHARED OR  
 DISCLOSED TO ANY THIRD PARTY, OR USED  
 FOR ANY OTHER PURPOSE WITHOUT PRIOR  
 WRITTEN CONSENT FROM AMERICAN FIRE  
 TRAINING SYSTEMS.

AMERICAN FIRE TRAINING SYSTEMS, INC. 12315 NORTH NEW AVE., P.O. #20 LEMMONT, ILLINOIS 60439 (800) 257-9112	
PROPOSAL FOR TACTICAL TRAINING UNIT MUNICIPALITY OF JEFFERSONVILLE, IN	
DATE	11-28-17
BY	PRO
SCALE	AS SHOWN
NO.	03

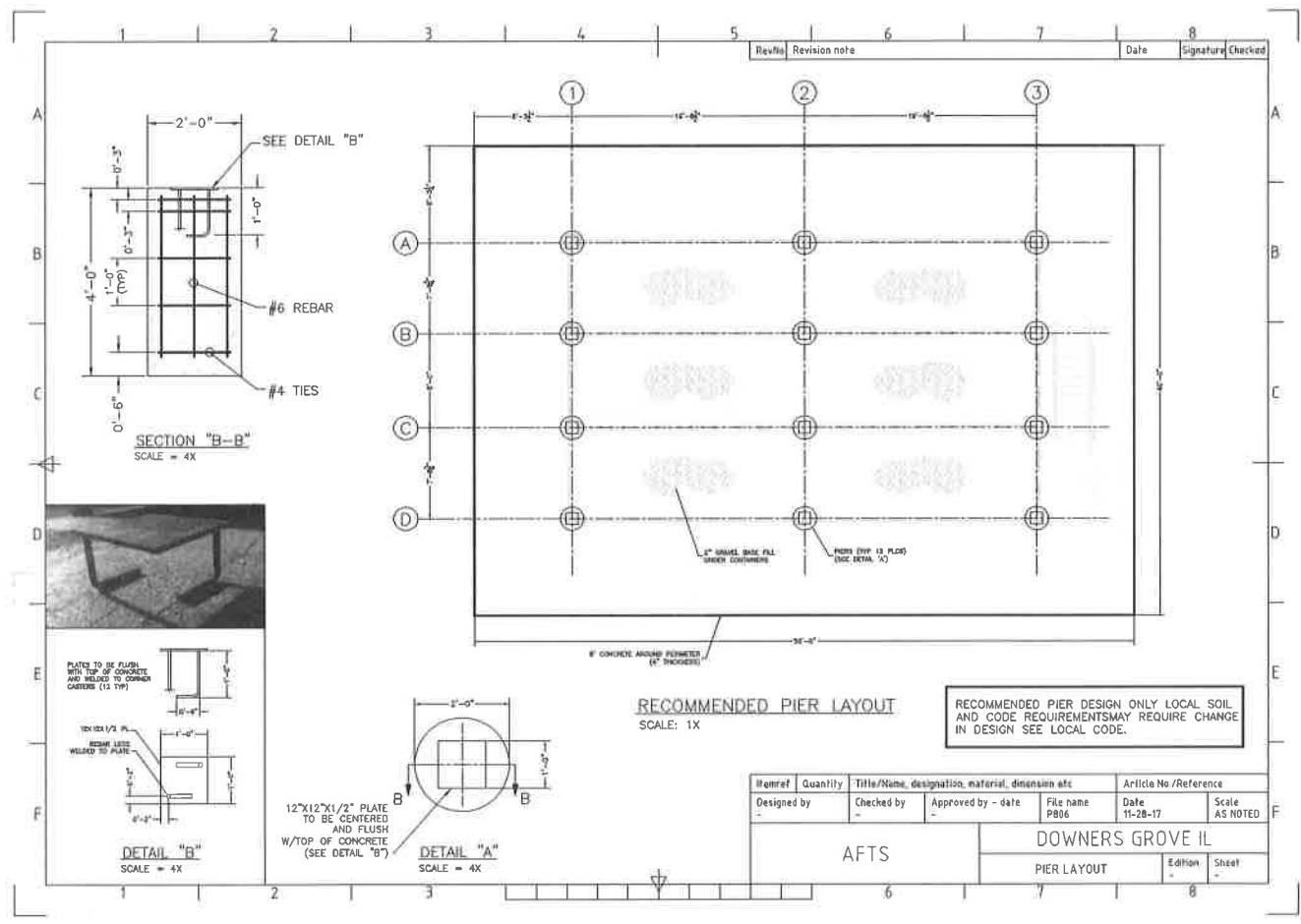


**FOURTH FLOOR PLAN**



THIS DRAWING AND ANY INFORMATION OR  
 DESCRIPTIVE MATTER SET OUT HEREIN, ARE  
 THE CONFIDENTIAL AND PROPRIETARY  
 PROPERTY OF AMERICAN FIRE TRAINING  
 SYSTEMS AND MUST BE HELD IN THE  
 STRICTEST CONFIDENCE BY THE RECIPIENT  
 AND SHALL NOT BE COPIED, LOANED OR  
 DISCLOSED TO ANY THIRD PARTY, OR USED  
 FOR ANY OTHER PURPOSE, WITHOUT PRIOR  
 WRITTEN CONSENT FROM AMERICAN FIRE  
 TRAINING SYSTEMS.

AMERICAN FIRE TRAINING SYSTEMS, INC. 12216 SOUTH NEW AVE., P.O. #28 LEMMING, MARYLAND 20638 (800) 257-9112	
PROPOSAL FOR TACTICAL TRAINING UNIT DOWNERS GROVE F.D. - DOWNERS GROVE, IL	
DATE BY	PRD
REV	-
DATE	11-28-17
SCALE	-
P. NO.	0400
REV. NO.	04









### 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:**

A.F.T.S.  
Company Name

Date: 1-8-18

15 200 NEW AVE  
Street Address of Company

KFIERKE JR @ Gmail.com  
Email Address

LOLKPORT IL 60441  
City, State, Zip

KERRY FIERKE "JR"  
Contact Name (Print)

630 257 3659  
Business Phone

630 878-5493  
24-Hour Telephone

630 257-8844  
Fax

Kerry A Fierke Jr.  
Signature of Officer, Partner or Sole Proprietor

KERRY A FIERKE JR, GM.  
Print Name & Title

ATTEST: If a Corporation

Alina Ulich  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

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

ATTEST:

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this 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: AMERICAN FIRE TRAINING SYSTEM INC

ADDRESS: 15200 NEW AVE

CITY: LOCKPORT

STATE: IL

ZIP: 60441

PHONE: 630 257 3659 FAX: 630-257-8844

TAX ID #(TIN): 26-1222444

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

SIGNATURE: Kerry A. Fisher

DATE: 1-8-13

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

With regard to TRAINING TOWER, Proposer A. F. T. S. hereby certifies  
 (Name of Project) (Name of Proposer)  
 the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay ~~prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract~~ or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) 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

# Apprenticeship and Training Certification

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

Name of Proposer: AMERICAN FIRE TRAINING SYSTEMS

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

AMERICAN WELDING SOCIETY  
CERTIFIED WELDING # 07080491

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

Print Name and Title of Authorizing Signature: KERRY A FERKE

Signature: 

Date: 1-8-18

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

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

BY: \_\_\_\_\_  
Proposer's Authorized Agent

26 - 1 2 2 2 4 4 4

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this 8 day of January, 2018  
Debra L. Ullrich  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

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:

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

Village of Downers Grove

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

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

**(c) Sole Proprietor**

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

6. Are you willing to comply with the Village's preceding insurance requirements within 14 days of the award of the contract? \_\_\_\_\_

Insurer's Name AMERICAN FIRE TRAINING SYSTEMS, INC.

Agent FAZIO INSURANCE

Street Address 550 RUBY ST

City, State, Zip Code JOLIET IL 60435

Telephone Number 815 - 727 - 2611

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

Print Name of Company: AMERICAN FIRE TRAINING SYSTEMS, INC.

Print Name and Title of Authorizing Signature: KERRY A FIERKE, GM.

Signature: Kerry A Fierke

Date: 1-29-18



## 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           Kerry A. Fink            
 Company Name           A.F.T.S.            
 Title           GM            
 Date           1-8-18          

### 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: AMERICAN FIRE TRAINING SYSTEMS

Address: 15200 NEW AVE

City: LOCKPORT Zip Code: 60441

Telephone: (630) 257-3654 Fax Number: (630) 257-8844

E-mail Address: K.FIERKE JR @ GMAIL.COM

Authorized Company Signature: [Signature]

Print Signature Name: KERRY FIERKE Title of Official: GM

Date: 1-8-18

**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.

[Handwritten Signature]  
Signature

KEVY FIERKE  
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