

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**5/15/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Replacement of Fire Alarm Panels and Devices	Dann Fitzpatrick Building Services Manager

**SYNOPSIS**

A motion is requested to award a contract for the replacement of fire alarm systems at Fire Station #3 and Fire Station #5 to Affiliated Customer Services, Inc. in the amount of \$17,355.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Exceptional Municipal Services* and *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY18 budget includes funding in the Capital Projects Fund for this contract.

**RECOMMENDATION**

Approval on the May 15, 2018 consent agenda.

**BACKGROUND**

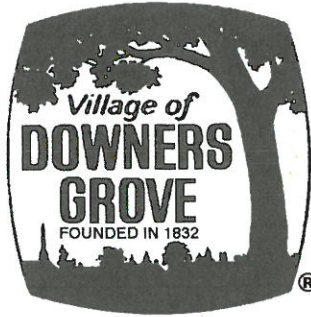
The fire alarm systems at Fire Station #3 and Station #5 have been repaired numerous times and have exceeded their useful life. This contract will replace those systems with modern fire alarm equipment.

A Request for Proposals (RFP) was issued for this project and received one response. The Village has worked with Affiliated Customer Services, Inc. and has been satisfied with the quality of their work.

**ATTACHMENTS**

Contract Documents

## Village of Downers Grove



# ® REQUEST FOR PROPOSAL

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

Project Name: REBID REPLACEMENT OF FIRE ALARM PANELS

Proposal No.: RFP-0-16-2018/TT

Proposal Due: April 5, 2018, 11 a.m.

Pre-Proposal Conference: NA

**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: March 22, 2018

Date Issued: March 22, 2018

This document consists of 28 pages.

Return (1) **original** and (1) **duplicate CD or Flash Drive** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

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

## Village of Downers Grove

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

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

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

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

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

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit (1) original, and (1) CD or Flash Drive of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

## Village of Downers Grove

**I. REQUEST FOR PROPOSALS****1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **11 a.m. April 5, 2018** .
- 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

## Village of Downers Grove

collectively.

### 3. PRE- PROPOSAL CONFERENCE

- 3.1 A preproposal 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 preproposal 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 preproposal 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 twentyfive 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.

## Village of Downers Grove

**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:

## Village of Downers Grove

- (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

## Village of Downers Grove

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.



## Village of Downers Grove

**16. DRUG FREE WORK PLACE**

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

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

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

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

**18. PREVAILING WAGE ACT**

## Village of Downers Grove

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (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

## Village of Downers Grove

Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

## 20. INSURANCE REQUIREMENTS

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

## Village of Downers Grove

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.

## Village of Downers Grove

- 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 selfinsured 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 selfinsured 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

## Village of Downers Grove

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

## Village of Downers Grove

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 setoff 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.

## Village of Downers Grove

**PREVAILING WAGE ACT**

30.1 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.

30.2 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.

30.3 Since this is a contract for a 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.

30.4 Because 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.

30.5 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 Bidder’s Certification. 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*



## Village of Downers Grove

**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) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s)' failure to perform its work in accordance with contract documents.

**32. GOVERNING LAW**

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

**33. SUCCESSORS AND ASSIGNS**

33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**34. WAIVER OF CONTRACT BREACH**

34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

## Village of Downers Grove

**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**  
**REBID REPLACEMENT OF FIRE ALARM PANELS**

The Village of Downers Grove is seeking a qualified contractor to replace existing Fire Control Panels and all existing notification and detection equipment. With non-proprietary panels in the following locations Downers Grove Fire Station #5, Downers Grove Fire Station number #3. Installation to include new panel, batteries with a minimum of 60 hours of standby power followed by 5 minutes of alarm, programming, labor, any required wiring and testing of the new panels. Panels must comply with existing fire codes. A site visit is required and must be arranged by contacting: Dann Fitzpatrick at 630-434-5551. Winning bidder will be required to submit for review and approval plans detailing scope of work, cut sheets for all new equipment and battery calculations. Once approved these become record drawings. Include 1 hour of staff training per panel. We will require each location to be priced separately.

#### **IV. PROPOSER'S RESPONSE TO RFP**

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

**GAMEWELL-FCI ANNUAL AWARD WINNING DISTRIBUTOR SINCE 2004  
INCLUDING GAMEWELL-FCI INTERNATIONAL DISTRIBUTOR OF THE YEAR 2010**



# PROPOSAL

**AFFILIATED CUSTOMER SERVICE, INC.**

1441 Branding Ave  
Suite 260  
Downers Grove, IL 60515  
P: (630) 434-7900  
F: (630) 434-1333  
www.affiliatedinc.com  
info@affiliatedinc.com

**TO :** Village of Downers Grove  
Attention: Dan Fitzpatrick  
801 Burlington Ave  
Downers Grove, IL 60515  
P: 630-434-5551

**PROPOSAL #:** 8AT2430KF

**DATE:** 3/28/17  
**REVISED DATE:** 3/29/18

**PROJECT :** Fire Alarm System Replacement  
Downers Grove Fire Station #3  
3900 Highland Ave  
Downers Grove, IL 60515

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**TERMS AND CONDITIONS ARE ON THE FRONT AND REVERSE SIDES:**

This quotation supersedes any oral quotation which may have been furnished by Affiliated to Buyer with respect to the Equipment List and Scope of Work. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by Affiliated. Quotation valid for 30 days but cancellable in the event of strike, material availability, and all other causes beyond Affiliated's control. Quotation subject to applicable taxes now in effect or if and when levied. Quotation only includes the Equipment listed. Any additions or deletions are subject to written price revisions and executed only by written change orders. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding to Affiliated.

**TERMS:**

Payment terms are 50% down, balance due within 10 days of receipt of Equipment where satisfactory OPEN CREDIT IS ESTABLISHED. Affiliated reserves the right to revoke or modify any credit at its sole discretion. Delivery is F.O.B. factory unless stated otherwise herein. Further, in the event payment is not received according to terms, Affiliated may, at its discretion, assess interest at the maximum rate allowed by law or at the interest rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by Affiliated in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.

**QUOTATION IS VALID ONLY IF APPROVED AND COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF AFFILIATED**

**FIRE ALARM MATERIAL LIST**

ITEM	QTY	PART #	DESCRIPTION
A	1	SLP-BLK	Fire Alarm Control Panel, SLP Addressable, S3 Series
B	1	SLC-PM	Loop Card, System Sensor
C	2	BATT351200A	Fire Alarm Batteries, 351200A
D	4	MS-7AF	Pull Station, Double Action, Addressable
E	11	ASD-PL2F	Smoke Detector, Addressable
F	1	ATD-RL2F	Thermal Detector, Rate-of-Rise / 135 Degree, Addressable
G	12	B210LP	Base, 6" Flanged, Low Profile
H	1	AOM-2RF	Relay Control Module, Addressable
I	4	AMM-4F	Monitor Module, Addressable
J	6	P2R	Horn Strobe, Wall Mount, Red, "FIRE"
K	1	P2RK	Horn Strobe, Wall Mount, Weatherproof, Red, "FIRE"
L	Lot	LABOR	Installation Labor of Fire Alarm Equipment
M	Lot	ACSI	Engineering, Install, Tech Support, Inspection, Cert, Programming

AFFILIATED CUSTOMER SERVICE, INC. (ACSI) would like to thank you for this opportunity in meeting your fire alarm requirement needs. We will furnish and install the above list of materials per the scope of work below for the sum of \$8,572.00.

**SCOPE OF WORK**

ACSI to replace the existing outdated fire alarm control panel, as well as all existing fire alarm devices as they are currently positioned. Installation of new added devices, as well as new fire alarm conduit and wiring is **NOT** included.

This price includes engineering labor, permit fees, installation labor and materials, programming time, technical support, complete testing of all components installed and final check out of a proper operating system upon completion of project.

8AT2430KF

**SYSTEMS**

ACSI cannot be held responsible for existing field conditions that negatively affect the Fire Alarm Control Panel (FACP). In the event that such conditions do exist, ACSI will contact proper personnel for additional work outside of this agreement.

**ELECTRICAL**

Installation will be completed by open shop fire alarm installers per NEC, and NFPA. All work is to be completed between the hours of 8:00 AM and 4:30 PM Monday thru Friday. Variation of these hours may constitute additional billing at overtime rates plus any necessary materials.

**EXISTING FIRE ALARM WIRING**

ACSI to use the existing wiring and conduit. **Running new conduit and wire is not included in this proposal.** If the existing conduit and wiring appears degraded, and causes improper operation of the new devices included in this proposal, there will be an additional cost to run new conduit and wire in the form of a change order.

**DRAWINGS AND SUBMITTALS**

ACSI is responsible to submit submittals for approval to the local AHJ. If the local AHJ uses an outside source/consultant to review drawings their fees will be an additional charge. This proposal does not include a PE stamp or any fees associated with obtaining a PE stamp. If a PE stamp is required it will be an additional charge. Zone maps are not included.

**DEVICE COUNTS**

This proposal is limited to the stated quantities listed herein and may be subject to change to meet fire departments and, or state requirements and approval. Any change by the local AHJ or state that requires additional labor and or fire alarm equipment is an additional charge.

**MISC. FEE OMISSIONS / ADDS / EXCLUSIONS**

- Paint & Patch is not included
- Permit fees are not included
- Submittals for permit are included
- Running new conduit and fire alarm wiring is not included**
- Off site monitoring costs & monthly monitoring fees are not included
- Any additions or changes per customer/FD will be treated as a change to the order
- Life charge is not included
- Wiremold conduit or installation of wiremold conduit is not included
- Premium Labor is NOT included**
- Location is tax exempt

**CLOSE**

For inquiries please reference this proposal by the ACSI project number listed in the heading. This proposal is valid for 90 days. Please notify us if the job is awarded so that we proceed. Shipping costs have been included. Again, thank you for this opportunity. If there are any questions at all please do not hesitate to call.

Affiliated Customer Service, Inc.  
Kyle P. Fogle  
System Consultant  
Cell: (630) 842-2376  
Email: kfogle@affiliatedinc.com

Approved By: \_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Authorized ACSI Representative

\_\_\_\_\_  
Printed Date

\$3,572.00  
Purch. Order # \_\_\_\_\_

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All Warranties of Merchantability or Fitness are for a particular purpose excluded by this Contract. There are no warranties implied or otherwise except as specifically set forth in paragraph 17 LIMITED WARRANTY and LIMITATION OF LIABILITY.

The warranty set forth in paragraph 17 below gives you specific legal rights, and you may have other rights, which may vary from state to state. It is expressly agreed that no oral, statutory, expressed or implied warranties other than that of title shall apply to the System or any parts thereof; and in no event shall Seller be liable for consequential damages, so the above limitations or exclusions may not apply to you. The Purchaser hereby purchases the described components on the reverse side from Affiliated, Seller, (Affiliated Technologies, Inc., Affiliated Systems, Inc. or Affiliated Customer Service, Inc.) hereinafter called the "System", upon the terms and conditions below entitled **CONDITIONS** which Purchaser has read and fully understands in particular paragraph 17 Limited Warranty & Limitation of Liability

**CONDITIONS**

1. Purchaser is responsible for all phone line charges.
2. Title to the System, and any additional, accessories and substitutions thereto shall remain vested in Seller until all agreement hereunder have been punctually performed by Purchaser and full payment of purchase price as required herein has been received not withstanding any retaking or redelivery to Purchaser or granting of extensions of payment thereunder. Credit Sales are subject to the approval of the Credit Department. In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, Affiliated shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid.
3. Purchaser, until the purchase price is paid in full, shall not, without written consent of Seller, in any manner: (1) assign, sell, mortgage, lease, loan or transfer this Contract or any interests therein in the System covered hereby; or (2) suffer the System to be encumbered or attached. The System shall remain personal property irrespective of the manner of its attachment to the realty, and the title thereto shall be and remain vested in Seller until the purchase price thereof has been fully paid in money and Purchaser has fully complied with all his obligations under this Contract until such time title shall remain in Seller not withstanding any granting of renewals or extensions hereof and not withstanding any retaking of possession of the System or redelivery of the System by Purchaser. Until title vests in Purchaser, Purchaser will keep System fully insured against loss by fire and theft and other insurance requested by Seller for its protection with any loss payable to Seller and Purchaser as their interests may appear. The loss, injury or destruction of the System shall not release or abate the obligations of Purchaser.
4. This sales agreement is for merchandise and/or installation only. Monitoring and long term maintenance and repair of the system sold herein, other than as provided for in paragraph 17 below under the limited warranties, are not provided for by this agreement. Arrangements can be made with Affiliated for monitoring by another company and continued maintenance and repair of the system sold herein.
5. This Contract constitutes the entire and inclusive agreement between Purchaser and Seller with respect to System. No modification, alteration, representation or promise shall be binding on Seller, unless in writing and signed by both parties hereto and as required under paragraph 15. **CANCELLATION:** Any cancellation must be made in writing. The minimum cancellation fee is 25%. If the equipment is a special purchase item as determined by Affiliated, the cancellation fee will be determined. If the Equipment was shipped, then Purchaser must obtain a return authorization (RA) from Affiliated.
6. Unless specifically contracted for, Affiliated denies any supervisory role and this Agreement shall not commit Affiliated to any supervisory role, including, but not limited to the placement or routing of any wires or other Product. It is understood and agreed by the Purchaser that Affiliated is not an insurer.
7. The Seller shall not be liable for delays or failures in perform its obligation herein resulting directly or indirectly from or contributed to by the acts, demands, orders, regulations or requirements of any governmental, federal state or local, and is subject to any preference priority, limitation, allocation order or regulation of any person or agency exercising governmental authority, and is subject to the acts of God, fire, floods, strikes, labor difficulties, inability to secure transportation, unusual market conditions, accidents, acts of military authorities, war emergencies or national defense activities.
8. The Seller agrees to perform any warranty repairs and/or replacements required under this agreement during the hours of 9 AM to 5 PM Monday through Friday, except holidays. Any warranty services provided at Purchaser's request at any other times, require a charge to the Purchaser based upon Seller's normal charge for after hours warranty service calls. All non-warranty service and repairs are governed by separate servicing contract and by Seller's normal charges then in effect, and such servicing contract incorporates all limitations of Liability provided for in this Agreement.
9. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
10. Purchaser agrees to inspect and test the system upon completion of any installation, construction or warranty servicing of the System. **PURCHASER AGREES THAT ANY DEFECT OR OMISSIONS IN THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING OF SAID SYSTEM SHALL BE CALLED TO THE ATTENTION OF SELLER IN WRITING, WITHIN TWO (2) DAYS OF THE COMPLETION OF THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING.** Upon the expiration of such two (2) day period, the work shall be construed as "accepted" by the Purchaser, and totally "satisfactory" to Purchaser, the specific portions of said premises to be wired or protected set forth in this Contract notwithstanding.
11. It is agreed between the parties of this Contract that once the System is installed, if any local, state, federal agency or insurance company requires a change of modification to the property, in any manner whatsoever, such change will be paid for by Purchaser. Purchaser shall pay for any local permits required and false charges levied by local authorities or local governments.
12. Purchaser hereby warrants that it has full authority from the owner and/or any other person in control of the premises, to permit the installation, if any, of the System as described herein, and the Seller is authorized to make any alterations for such work necessary for said installation and may drill holes, use chisels, nails, screws and other devices to secure and wire any equipment securely to the building and walls. The Seller will not be liable for any damage to the premises and assumes no responsibility whatsoever for any condition created thereby at the time of said installation for the removal of the System, for any reason whatsoever. Wiring and contacts will be hidden where practical and where construction permits and is deemed necessary by Seller.
13. Drawings and wire diagrams are prepared in accordance with the project plans and specifications available to Affiliated at the time of the bid and are NOT intended to be System design or approval documents. Affiliated is not a professional engineer. Under no circumstances is any clause in this Agreement or any actions taken by Affiliated to be construed in such a way as to impose upon Affiliated the duties or liabilities of a professional engineer.
14. The customer assumes the responsibility to test the system, periodically to verify operation of the system. It is further understood that the responsibility for the replacement of batteries in the detection transmitters is the responsibility of the customer. Battery replacement may be done by the contractor upon the request from the customer, on a time and material basis.
15. This Contract shall not be binding upon Seller unless it is countersigned by an officer of the Seller's Company. No salesman or agent of the Seller has authority to orally bind the Seller or change any written item in the Agreement.
16. This Agreement shall be governed by the laws of the State of Illinois. Both parties agree that this contract was signed, and if accepted by Seller, in DuPage County, Illinois.
17. **LIMITED WARRANTY and LIMITATION OF LIABILITY.**  
 a. Seller agrees to repair or replace free of cost for a period of ninety (90) days from completion of installation, any part of the installation and/or System specified in this Contract, which upon Seller's inspection proves to be defective in material or workmanship. The Seller is not responsible for equipment and/or acts of God. To obtain warranty service, simply contact the nearest office listed on the front of this Contract.  
 b. It is agreed by and between the parties hereto: Except as provided in paragraph 17a above, neither Affiliated, its employees or agents assumes any responsibility for any loss occasioned by malfeasance or nonfeasance in the performance of the services under this contract or a failure of the equipment to properly operate or for any loss or damage sustained through a burglary, theft, robbery, fire or other cause or any liability on the part of Affiliated, Inc., its employees, or agents. This liability shall be complete and exclusive. In the event Purchaser wishes the Seller to assume a greater liability, the Purchaser may, as a matter of right, obtain from the Seller a higher limit by paying an additional amount to the Seller, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold Affiliated, its employees, or agents as an insurer.

**PURCHASER ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE COMPLETE PROTECTION HAS BEEN OFFERED AND IS AVAILABLE AT AN ADDITIONAL CHARGE**

**GAMEWELL-FCI ANNUAL AWARD WINNING DISTRIBUTOR SINCE 2004  
INCLUDING GAMEWELL-FCI INTERNATIONAL DISTRIBUTOR OF THE YEAR 2010**



**AFFILIATED CUSTOMER SERVICE, INC.**  
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Suite 260  
Downers Grove, IL 60515  
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**PROPOSAL**

**TO :** Village of Downers Grove  
Attention: Dan Fitzpatrick  
801 Burlington Ave  
Downers Grove, IL 60515  
P: 630-434-5551

**PROPOSAL #:** 8AT2431KF

**DATE:** 3/28/17  
**REVISED DATE:** 3/29/18

**PROJECT :** Fire Alarm System Replacement  
Downers Grove Fire Station #5  
6701 Main Street  
Downers Grove, IL 60515

~~TERMS AND CONDITIONS ARE ON THE FRONT AND REVERSE SIDES:  
This quotation supersedes any oral quotation which may have been furnished by Affiliated to Buyer with respect to the Equipment List and Scope of Work. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by Affiliated. Quotation valid for 30 days but cancelable in the event of strike, material availability, and all other causes beyond Affiliated's control. Quotation subject to applicable taxes now in effect or if and when levied. Quotation only includes the Equipment listed. Any additions or deletions are subject to written price revisions and executed only by written change orders. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding to Affiliated.~~

~~TERMS:  
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QUOTATION IS VALID ONLY IF APPROVED AND COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF AFFILIATED~~

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**FIRE ALARM MATERIAL LIST**

ITEM	QTY	PART #	DESCRIPTION
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D	3	MS-7AF	Pull Station, Double Action, Addressable
E	10	ASD-PL2F	Smoke Detector, Addressable
F	4	ATD-RL2F	Thermal Detector, Rate-of-Rise / 135 Degree, Addressable
G	14	B210LP	Base, 6" Flanged, Low Profile
H	1	AOM-2RF	Relay Control Module, Addressable
I	4	AMM-4F	Monitor Module, Addressable
J	7	P2R	Horn Strobe, Wall Mount, Red, "FIRE"
K	1	P2RK	Horn Strobe, Wall Mount, Weatherproof, Red, "FIRE"
L	Lot	LABOR	Installation Labor of Fire Alarm Equipment
M	Lot	ACSI	Engineering, Install, Tech Support, Inspection, Cert, Programming

AFFILIATED CUSTOMER SERVICE, INC. (ACSI) would like to thank you for this opportunity in meeting your fire alarm requirement needs. **We will furnish and install the above list of materials per the scope of work below for the sum of \$8,783.00.**

**SCOPE OF WORK**

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This price includes engineering labor, permit fees, installation labor and materials, programming time, technical support, complete testing of all components installed and final check out of a proper operating system upon completion of project.



**SYSTEMS**

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**ELECTRICAL**

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**EXISTING FIRE ALARM WIRING**

ACSI to use the existing wiring and conduit. **Running new conduit and wire is not included in this proposal.** If the existing conduit and wiring appears degraded, and causes improper operation of the new devices included in this proposal, there will be an additional cost to run new conduit and wire in the form of a change order.

**DRAWINGS AND SUBMITTALS**

ACSI is responsible to submit submittals for approval to the local AHJ. If the local AHJ uses an outside source/consultant to review drawings their fees will be an additional charge. This proposal does not include a PE stamp or any fees associated with obtaining a PE stamp. If a PE stamp is required it will be an additional charge. Zone maps are not included.

**DEVICE COUNTS**

This proposal is limited to the stated quantities listed herein and may be subject to change to meet fire departments and, or state requirements and approval. Any change by the local AHJ or state that requires additional labor and or fire alarm equipment is an additional charge.

**MISC. FEE OMISSIONS / ADDS / EXCLUSIONS**

- Paint & Patch is not included
- Permit fees are not included
- Submittals for permit are included
- Running new conduit and fire alarm wiring is not included**
- Off site monitoring costs & monthly monitoring fees are not included
- Any additions or changes per customer/FD will be treated as a change to the order
- Life charge is not included
- Wiremold conduit or installation of wiremold conduit is not included
- Premium Labor is NOT included**
- Location is tax exempt


**CLOSE**

For inquiries please reference this proposal by the ACSI project number listed in the heading. This proposal is valid for 90 days. Please notify us if the job is awarded so that we proceed. Shipping costs have been included. Again, thank you for this opportunity. If there are any questions at all please do not hesitate to call.

Affiliated Customer Service, Inc.  
Kyle P. Fogle  
System Consultant  
Cell: (630) 842-2376  
Email: kfogle@affiliatedinc.com

Approved By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Date

  
\_\_\_\_\_  
Authorized ACSI Representative

**\$8,783.00**  
Purch. Order # \_\_\_\_\_

All Warranties of Merchantability or Fitness are for a particular purpose excluded by this Contract. There are no warranties implied or otherwise except as specifically set forth in paragraph 17 **LIMITED WARRANTY and LIMITATION OF LIABILITY**.

The warranty set forth in paragraph 17 below gives you specific legal rights, and you may have other rights, which may vary from state to state. It is expressly agreed that no oral, statutory, expressed or implied warranties other than that of title shall apply to the System or any parts thereof; and in no event shall Seller be liable for consequential damages, to the above limitations or exclusions may not apply to you.

The Purchaser hereby purchases the described components on the reverse side from Affiliated, Seller, (Affiliated Technologies, Inc., Affiliated Systems, Inc. or Affiliated Customer Service, Inc.) hereinafter called the "System", upon the terms and conditions below entitled **CONDITIONS** which Purchaser has read and fully understands, in particular paragraph 17 **Limited Warranty & Limitation of Liability**.

#### CONDITIONS

1. Purchaser is responsible for all phone line charges.
2. Title to the System, and any additional, accessories and substitutions thereto shall remain vested in Seller until all agreement hereunder have been punctually performed by Purchaser and full payment of purchase price as required herein has been received not withstanding any retaking or redelivery to Purchaser or granting of extensions of payment thereunder. Credit Sales are subject to the approval of the Credit Department. In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, Affiliated shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid.
3. Purchaser, until the purchase price is paid in full, shall not, without written consent of Seller, in any manner: (1) assign, sell, mortgage, lease, loan or transfer this Contract or any interests therein or in System covered hereby; or (2) suffer the System to be encumbered or attached. The System shall remain personal property irrespective of the manner of its attachment to the realty, and the title thereto shall be and remain vested in Seller until the purchase price thereof has been fully paid in money and Purchaser has fully complied with all his obligations under this Contract; until such time title shall remain in Seller not withstanding any granting of renewals or extensions hereof, and not withstanding any retaking of possession of the System or redelivery of the System by Purchaser. Until title vests in Purchaser, Purchaser will keep System fully insured against loss by fire and theft and other insurance requested by Seller for its protection with any loss payable to Seller and Purchaser as their interests may appear. The loss, injury or destruction of the System shall not release or abate the obligations of Purchaser.
4. This sales agreement is for merchandise and/or installation only. Monitoring and long term maintenance and repair of the system sold herein, other than as provided for in paragraph 17 below under the limited warranties, are not provided for by this agreement. Arrangements can be made with Affiliated for monitoring by another company and continued maintenance and repair of the system sold herein.
5. This Contract constitutes the entire and inclusive agreement between Purchaser and Seller with respect to System. No modification, alteration, representation or promise shall be binding on Seller, unless in writing and signed by both parties hereto and as required under paragraph 15. **CANCELLATION:** Any cancellation must be made in writing. The minimum cancellation fee is 25%. If the equipment is a special purchase item as determined by Affiliated, then the cancellation fee will be determined. If the Equipment was shipped, then Purchaser must obtain a return authorization (RA) from Affiliated.
6. Unless specifically contracted for, Affiliated denies any supervisory role and this Agreement shall not commit Affiliated to any supervisory role, including, but not limited to the placement or routing of any wires or other Product. It is understood and agreed by the Purchaser that Affiliated is not an insurer.
7. The Seller shall not be liable for delays or failures to perform its obligation herein resulting directly or indirectly from or contributed to by the acts, demands, orders, regulations or requirements of any governmental, federal state or local, and is subject to any preference priority, limitations, allocation order or regulation of any person or agency exercising governmental authority, and is subject to the acts of God, fires, floods, strikes, labor difficulties, inability to secure transportation, unusual market conditions, accidents, acts of military authorities, war emergencies or national defense activities.
8. The Seller agrees to perform any warranty repairs and/or replacements required under this agreement during the hours of 9 AM to 5 PM Monday through Friday, except holidays. Any warranty services provided at Purchaser's request at any other times, require a charge to the Purchaser based upon Seller's normal charge for after hours warranty service calls. All non-warranty service and repairs are governed by separate servicing contract and by Seller's normal charges then in effect, and such servicing contract incorporates all limitations of Liability provided for in this Agreement.
9. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
10. Purchaser agrees to inspect and test the system upon completion of any installation, construction or warranty servicing of the System. **PURCHASER AGREES THAT ANY DEFECT OR OMISSIONS IN THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING OF SAID SYSTEM SHALL BE CALLED TO THE ATTENTION OF SELLER IN WRITING, WITHIN TWO (2) DAYS OF THE COMPLETION OF THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING.** Upon the expiration of such two (2) day period, the work shall be construed as "accepted" by the Purchaser, and totally "satisfactory" to Purchaser, the specific portions of said premises to be wired or protected set forth in this Contract notwithstanding.
11. It is agreed between the parties of this Contract that once the System is installed, if any local, state, federal agency or insurance company requires a change of modification to the property, in any manner whatsoever, such change will be paid for by Purchaser. Purchaser shall pay for any local permits required and false charges levied by local authorities or local governments.
12. Purchaser hereby warrants that it has full authority from the owner and/or any other person in control of the premises, to permit the installation, if any, of the System as described herein, and the Seller is authorized to make any alterations for such work necessary for said installation and may drill holes, use clamps, nails, screws and other devices to secure and wire any equipment securely to the building and walls. The Seller will not be liable for any damage to the premises and assumes no responsibility whatsoever for any condition created thereby at the time of said installation for the removal of the System, for any reason whatsoever. Wiring and contacts will be hidden where practical and where construction permits and is deemed necessary by Seller.
13. Drawings and wire diagrams are prepared in accordance with the project plans and specifications available to Affiliated at the time of the bid and are NOT intended to be System design or approval documents. Affiliated is not a professional engineer. Under no circumstances is any clause in this Agreement or any actions taken by Affiliated to be construed in such a way as to impose upon Affiliated the duties or liabilities of a professional engineer.
14. The customer assumes the responsibility to test the system, periodically to verify operation of the system. It is further understood that the responsibility for the replacement of batteries in the detection transmitters is the responsibility of the customer. Battery replacement may be done by the contractor upon the request from the customer, on a time and material basis.
15. This Contract shall not be binding upon Seller unless it is countersigned by an officer of the Seller's Company. No salesman or agent of the Seller has authority to orally bind the Seller or change any written item in the Agreement.
16. This Agreement shall be governed by the laws of the State of Illinois. Both parties agree that this contract was signed, and if accepted by Seller, in DuPage County, Illinois.
17. **LIMITED WARRANTY and LIMITATION OF LIABILITY.**
  - a. Seller agrees to repair or replace free of cost for a period of ninety (90) days from completion of installation, any part of the installation and/or System specified in this Contract, which upon Seller's inspection proves to be defective in material or workmanship. The Seller is not responsible for equipment and/or acts of God. To obtain warranty service, simply contact the nearest office listed on the front of this Contract.
  - b. It is agreed by and between the parties hereto: Except as provided in paragraph 17a above, neither Affiliated, its Employees or agents assumes any responsibility for any loss occasioned by malfunction or nonfeasance in the performance of the services under this contract or a failure of the equipment to properly operate or for any loss or damage sustained through a burglary, theft, robbery, fire or other case or any liability on the part of Affiliated, Inc., its employees, or agents. This liability shall be complete and exclusive. In the event Purchaser wishes the Seller to assume a greater liability, the Purchaser may, as a matter of right, obtain from the Seller a higher limit by paying an additional amount to the Seller, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold Affiliated, its employees, or agents as an insurer.

**PURCHASER ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE COMPLETE PROTECTION HAS BEEN OFFERED AND IS AVAILABLE AT AN ADDITIONAL CHARGE**

KPF  
BY

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

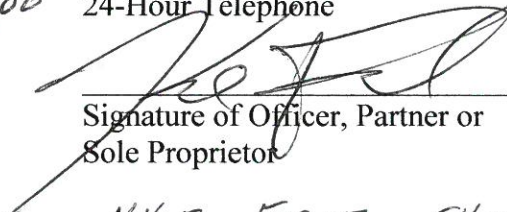
**PROPOSER:**

AFFILIATED CUSTOMER SERVICE, INC Date: 3/29/18  
 Company Name

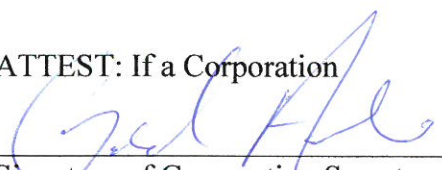
1441 BRANDING LN. #260 KFOGLE@AFFILIATEDINC.COM  
 Street Address of Company Email Address

DOWNERS GROVE, IL 60515 KYLE FOGLE  
 City, State, Zip Contact Name (Print)

630-842-2376 / 630-434-7900 630-434-7900  
 Business Phone 24-Hour Telephone

630-434-1333   
 Fax Signature of Officer, Partner or Sole Proprietor

KYLE FOGLE - SYSTEM CONSULTANT  
 Print Name & Title

ATTEST: If a Corporation  
  
 Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

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

\_\_\_\_\_  
 Date

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

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: AFFILIATED CUSTOMER SERVICE, INC.

ADDRESS: 1441 BRANDING LN. #260

CITY: DOWNERS GROVE, IL

STATE: IL

ZIP: 60515

PHONE: 630-434-7900 FAX: 630-434-1333

TAX ID #(TIN): 36-3240400

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

SIGNATURE: [Signature]

DATE: 3/29/18

SEE ATTACHED W-9

## Village of Downers Grove

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

With regard to FIRE ALARM PANELS UPGRADE, Proposer AFFILIATED hereby certifies  
 (Name of Project) (Name of Proposer)  
 the following:

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

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

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

BY:

[Signature]  
Proposer's Authorized Agent

36-3240400

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or

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



Subscribed and sworn to before me

this 03 day of APRIL, 2018

[Signature]  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of AFFILIATED CUSTOMER SERVICE, INC. and the full names of its Officers are as follows:

President: HERB JACKSON III

Secretary: KYLE FOGLE

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 ByLaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

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

Village of Downers Grove

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

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

**(c) Sole Proprietor**

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

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Insurer's Name ESSER HAYES INSURANCE GROUP, INC.

Agent MAGGIE McCORMACK

Street Address 1811 HIGH GROVE LN

City, State, Zip Code NAPERVILLE, IL 60540

Telephone Number 630-355-2077

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

Print Name of Company: AFFILIATED CUSTOMER SERVICE, INC.

Print Name and Title of Authorizing Signature: KYLE FOGLE - SYSTEM CONSULTANT

Signature: 

Date: 3/29/18

Village of Downers Grove

# 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: AFFILIATED CUSTOMER SERVICE, INC.

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.**

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

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: KYLE FOGLE / SYSTEM CONSULTANT

Signature: 

Date: 3/29/18



Village of Downers Grove

**BUY AMERICA CERTIFICATION**

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

*Instructions:*

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

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

***Certificate of Compliance***

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

***Certificate of Non-Compliance***

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

Signature  \_\_\_\_\_

Company Name AFFILIATED CUSTOMER SERVICE

Title SYSTEM CONSULTANT

Date 3/29/18

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

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

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
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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: AFFILIATED CUSTOMER SERVICE, INC.

Address: 1441 BRANDING LN. #260

City: DOWNERS GROVE, IL Zip Code: 60515

Telephone: (630) 434-7900 Fax Number: (630) 434-1333

E-mail Address: KFOGLE@AFFILIATEDINC.COM

Authorized Company Signature: 

Print Signature Name: KYLE FOGLE Title of Official: SYSTEM CONSULTANT

Date: 3/29/18

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

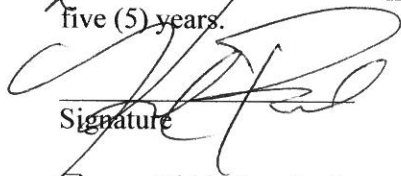
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

KYLE FOGLE  
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