

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**12/6/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Fire Department Uniforms	Scott Spinazola Fire Chief

**SYNOPSIS**

A motion is requested to authorize award of a three-year contract to On Time Embroidery, Inc. of Elk Grove Village, Illinois to supply uniforms and related items to the fire department for a total not-to-exceed amount of \$275,000.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Exceptional Municipal Services*

**FISCAL IMPACT**

The FY23 General Fund Budget includes \$82,670 for Fire Department uniforms. The amount budgeted in 2024 and 2025 will be determined by the formula included in the successor agreement to the current collective bargaining agreement.

**RECOMMENDATION**

Approval on the December 6, 2022 consent agenda.

**BACKGROUND**

The Village is obligated by collective bargaining agreement (CBA) to provide uniforms to bargaining unit employees. The Village uses a clothing allowance system to fulfill this obligation. Non bargaining unit employees also receive a clothing allowance. The Village provides a voucher to both non-bargaining and bargaining unit employees to purchase uniforms. The bargaining unit employees receive an amount based on a formula included in the current CBA.

A Request for Proposal (RFP) was published in accordance with the Village's purchasing procedures. One proposal was received. On Time Embroidery, Inc. a/k/a Unique Apparel Solutions has been the supplier of Fire Department uniforms since 2014 and has a history of providing excellent service.

**ATTACHMENTS**

Agreement

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Village Attorney DATE: December 6, 2022  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to authorize a 3-year contract for the purchase of firefighter uniforms with On Time Embroidery, Inc. in a total amount not-to-exceed \$275,000.



**SUMMARY OF ITEM:**

Adoption of this motion shall authorize a 3-year contract for the purchase of firefighter uniforms with On Time Embroidery, Inc. in a total amount not-to-exceed \$275,000.

**RECORD OF ACTION TAKEN:**

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## Village of Downers Grove

**® REQUEST FOR PROPOSAL**

Name of Proposing Company:

ON TIME EMBROIDERY, INC.Project Name: **Fire Department Uniforms**Proposal No.: RFP-921-0-2022/JDProposal Due: Wednesday, October 5<sup>th</sup> at 4:00pmPre-Proposal Conference: N/A**Required of All Proposers:**Deposit: YesLetter of Capability of Acquiring Performance Bond: Yes**Required of Awarded Contractor:**Performance Bond/Letter of Credit: YesCertificate of Insurance: YesLegal Advertisement Published: September 21<sup>st</sup>, 2022Date Issued: September 21<sup>st</sup>, 2022This document consists of 29 pages.

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

PURCHASING AGENT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5987  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

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

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

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

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

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

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

## 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 Wednesday, October 5<sup>th</sup> at 4:00pm.

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: PURCHASING AGENT, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.

1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.

1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

**2. PREPARATION OF PROPOSAL**

2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.

2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.

2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

## Village of Downers Grove

**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 twenty five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

**6. DELIVERY**

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

**7. TAX EXEMPTION**

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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, 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. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 *et seq.*

### 14. SEXUAL HARASSMENT POLICY

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

14.1.1 Notes the illegality of sexual harassment;

14.1.2 Sets forth the State law definition of sexual harassment;

14.1.3 Describes sexual harassment utilizing examples;

14.1.4 Describes the Proposer's internal complaint process including penalties;

14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

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

### 15. EQUAL EMPLOYMENT OPPORTUNITY

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

15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.



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

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

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

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

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

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

## **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

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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. PATRIOT ACT COMPLIANCE**

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

### **18. INSURANCE REQUIREMENTS**

18.1 The Proposer shall be required to obtain, from a company or companies lawfully

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authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

18.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

18.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

18.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

18.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

18.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

18.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

18.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

18.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

18.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

## **19. COPYRIGHT/PATENT INFRINGEMENT**

19.1 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.

## **20. COMPLIANCE WITH OSHA STANDARDS**

20.1 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.

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**21. CERCLA INDEMNIFICATION**

21.1 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.

**22. CAMPAIGN DISCLOSURE**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

**23. SUBLETTING OF CONTRACT**

23.1 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.

**24. TERM OF CONTRACT**

24.1 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.

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**25. TERMINATION OF CONTRACT**

25.1 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.

25.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be setoff against any monies due and owing by the Village to the Contractor.

**26. BILLING & PAYMENT PROCEDURES**

26.1 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.

26.2 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.

26.3 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.

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

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

27.1 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.

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**28. STANDARD OF CARE**

28.1. 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.

29.2 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.

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

**30. GOVERNING LAW**

30.1 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.

**31. SUCCESSORS AND ASSIGNS**

31.1 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.

**32. WAIVER OF CONTRACT BREACH**

32.1 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.

**33. AMENDMENT**

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

**34. NOT TO EXCEED CONTRACT**

34.1 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.

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**35. SEVERABILITY OF INVALID PROVISIONS**

35.1 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.

**36. NOTICE**

36.1 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.

**37. COOPERATION WITH FOIA COMPLIANCE**

37.1 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.*

**38. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

38.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS**

The Village of Downers Grove is seeking proposals for Fire Department uniforms for a three-year term (January 2023 – December 2025), with potential renewals in accordance with the Village's Purchasing Policy.

The undersigned ("Supplier") agrees to furnish to the Village of Downers Grove, an Illinois Municipal Corporation, hereinafter referred to as the "Village", Fire Department uniforms conforming to the specifications attached hereto, and in accordance with the terms and conditions set forth herein.

**SUPPLIER QUALIFICATIONS**

The Supplier shall be required before the award of any contract to show to the complete satisfaction of the Fire Chief or designee that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The Fire Chief or designee reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Supplier fails to show that the Supplier is properly qualified to carry out the obligations of the contract and to complete the work described herein.

Evaluation of the Supplier's qualifications shall include:

1. The ability, capacity, skill and resources to perform the work or provide the service required
2. The ability of the Supplier to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Supplier.
4. The quality of performance of previous uniform contracts or services with the Village and other municipalities within the last five (5) years. Please provide a list of municipal references with a contact name and phone number.
5. The Supplier must provide a web-based ordering system and the ordering page must be developed by the Supplier as specified by the Village. This system must utilize a voucher system or quarter-master system. A checks-and-balance component must be present in the system, when needed, so orders do not get processed until approved by a designee from the fire department. Orders cannot be phoned in, faxed or placed in any way other than the web-based ordering system.



## Village of Downers Grove

6. The Supplier must provide a fitting center/location within reasonable traveling distance from the Village, as determined by the Village.
7. The Supplier must be able to perform alterations, embroidery and silk screening on site. No subcontracting of embroidery, silk screening or alteration services is allowed.
8. Orders shall be delivered within 30 business days of receipt of the order by the Supplier. If there are any issues or delays beyond 30 days, the Supplier shall contact the fire department uniform program administrator and advise him/her as to the reason for the issue/delay and the expected date of delivery.
9. All orders shall be checked for accuracy by the Supplier and then sent to Downers Grove Fire Station 2 at 5420 Main Street, Downers Grove, Illinois 60515.
10. The Supplier shall provide a system where each individual will verify their order when they receive it, so any discrepancies can be handled between the individual and the Supplier.
11. The Web-based system shall have a designated place for members to purchase approved items and pay out-of-pocket for those items. Fire department funds shall not be allowed for purchases in this portion of the web-based system.
12. Web-based reports on specific needs of the fire department shall be available for download at the convenience of the Downers Grove Fire Administration. After the contract is awarded, the Supplier and the Village will determine which reports will be needed.

**The successful proposer will provide the Village with a sample of any silk screen, embroidery and patch work for approval prior to purchase at no cost to the Village.**

**Please provide pricing, inclusive of delivery, for the following items to be provided to the Village during each calendar year of the contract term (2023-2025)**

## Village of Downers Grove

Description	Preferred Brand/Model	Substitution Allowed
<b>Shirt: navy blue, long sleeve, poly cotton (65/35)</b> Department emblem on left sleeve; Flag of the United States forward facing with gold border on right sleeve; badge eyelets, epaulets, name tag eyelets, and military creases	Horace Small	Yes \$49. <sup>00</sup>
<b>Shirt: navy blue, short sleeve, poly cotton (65/35)</b> Department emblem on left sleeve; Flag of the United States forward facing with gold border on right sleeve; badge eyelets, epaulets, name tag eyelets, and military creases	Horace Small	Yes \$43. <sup>00</sup>
<b>Shirt: white, long sleeve, poly cotton (65/35)</b> Department emblem on left sleeve; Flag of the United States forward facing with gold border on right sleeve; badge eyelets, epaulets, name tag eyelets, and military creases	Horace Small	Yes \$49. <sup>00</sup>
<b>Trousers, Cargo - 65%polyester/35% cotton</b> permanent press, navy blue, no cuffs, standard cut	5.11 Taclite	Yes \$52. <sup>00</sup>
<b>Trousers - 65% polyester/35% cotton</b> permanent press, navy blue, no cuffs, standard cut	Elbeco, Blauer, 5-11	Yes \$57. <sup>00</sup>
<b>Trousers - 65% polyester/35% cotton</b> permanent press, navy blue, no cuffs, female cut	Elbeco, Blauer, 5-11	Yes \$57. <sup>00</sup>
<b>Blouse Coat (Class A)</b> Single breasted dress coat, navy blue with four fire department buttons (gold or silver), front stiffening shoulder pads, taped armholes and sleeve wigan. Two pleated breast pockets with flaps and two lower dummy flaps. No tab lapels, badge tab, center vent. Department patch on left shoulder and American Flag forward facing with gold border on right shoulder.	Flying Cross	Yes \$159. <sup>00</sup>
<b>Trench Coat (Class A)</b> double breasted, dark navy blue, department patch on left shoulder, flag of the United States forward facing with gold border on right shoulder	Flying Cross	Yes \$199. <sup>00</sup>
<b>Trousers - 100% texturized polyester</b> permanent press, navy blue, no cuffs, standard cut	Elbeco, Horace Small	Yes \$56. <sup>00</sup>
<b>Trousers - 100% texturized polyester</b> permanent press, navy blue, no cuffs, female cut	Elbeco, Horace Small	Yes \$56. <sup>00</sup>

Description	Preferred Brand/Model	Substitution Allowed
<b>Shirt, White, Long Sleeve - 100% polyester</b> permanent press, epaulets, button down double pockets, badge tab and nameplate eyelets. Department emblem on left sleeve and flag of the United States forward facing with gold border on right sleeve.	<b>Elbeco, Horace Small</b>	<b>Yes</b> \$49 <sup>00</sup>
<b>White Officer's Cap</b> white leatherette top, black braid band, silver hatband, black or red rosette and silver bugle.	<b>Midway #116</b>	<b>Yes</b> \$89 <sup>00</sup>
<b>White Chief's Cap</b> white vinyl top with flame visor, gold hatband, black rosette and gold bugles	<b>Midway #115</b>	<b>Yes</b> \$129 <sup>00</sup>
<b>Navy Blue Firefighter's Cap</b> Black hatband	<b>Midway</b>	<b>Yes</b> \$69 <sup>00</sup>
<b>Tie, Clip On - 75% polyester/25% wool</b> Black	<b>Any</b>	<b>Yes</b> \$9 <sup>00</sup>
<b>Tie, Neck - 75% polyester/25% wool</b> black	<b>Any</b>	<b>Yes</b> \$11 <sup>00</sup>
<b>Dress Shoe - Perma Shine</b>	<b>Thorogood #831-6031</b>	<b>Yes</b> \$74 <sup>00</sup>
<b>Gloves, White Dress</b>	<b>Hatch WG1000</b>	<b>Yes</b> \$7 <sup>00</sup>
<b>Wind Shirt</b> navy blue, microfiber, department logo embroidered on left chest	<b>Badger #7618</b>	<b>Yes</b> \$39 <sup>00</sup>
<b>Quarter Zip Job Shirt</b> Department logo embroidered on left chest	<b>5.11 #72314 5.11 #72321</b>	<b>No</b> \$74 <sup>00</sup>
<b>Snap Front Jacket</b> Navy blue, department logo embroidered on left chest	<b>Sport-Tek</b>	<b>Yes</b> \$42 <sup>00</sup>
<b>5.11 Big Horn Jacket #48026</b> Navy blue, department logo embroidered on left chest	<b>5.11</b>	<b>No</b> \$109 <sup>00</sup>
<b>5.11 Parka #48073</b> Embroidered department logo on left chest of outer and inner jacket, "Downers Grove Fire" silk screen printed on back of outer jacket	<b>5.11</b>	<b>No</b> \$319 <sup>00</sup>
Description	Preferred Brand/Model	Substitution Allowed

Village of Downers Grove

<p><b>5.11 Parka #48063</b> Embroidered department logo on left chest of outer and inner jacket, "Downers Grove Fire" silk screen printed on back of outer jacket</p>	<p>5.11</p>	<p>No \$1307<sup>00</sup></p>
<p><b>Mock Turtleneck</b> To be offered in navy or white, DGFDD embroidered on neck</p>	<p>Any</p>	<p>Yes \$30<sup>00</sup></p>
<p><b>Long Sleeve T-Shirt</b> 100% pre-shrunk cotton, crew neck, silk screen department logo on left front chest, "Downers Grove Fire Department" on back. To be offered in navy blue and white</p>	<p>Any</p>	<p>Yes \$16<sup>00</sup></p>
<p><b>Short Sleeve T-Shirt</b> 100% pre-shrunk cotton, crew neck, silk screen department logo on left front chest, "Downers Grove Fire Department" on back. To be offered in navy blue and white</p>	<p>Any</p>	<p>Yes \$14<sup>00</sup></p>
<p><b>Polo Shirt - Short and Long Sleeve</b> To be offered in dark navy and white, with department logo embroidered on left chest, rank on right chest per embroidery specifications</p>	<p>5.11 #41060 <b>PROPPER</b> <b>I.C.E.</b></p>	<p>No \$49<sup>00</sup> - S/S \$57<sup>00</sup> - L/S</p>
<p><b>Hooded Sweatshirt</b> Gray, pullover, with Downers Grove Fire logo on front design to be finalized with vendor</p>	<p>Champion</p>	<p>Yes \$39<sup>00</sup></p>
<p><b>Training Shorts</b> Navy, mesh or similar, with pockets, department logo silk screened on right lower leg</p>	<p>Any</p>	<p>Yes \$19<sup>00</sup></p>
<p><b>Sweat Pant</b> Navy, uncuffed or "jogger" style, with pockets, department logo silk screened on upper right leg</p>	<p>Any</p>	<p>Yes \$26<sup>00</sup></p>
<p><b>Belt</b> Black, 1.75", smooth leather, silver (ff) or gold (chief) buckle</p>	<p>Any</p>	<p>Yes \$31<sup>00</sup></p>
<p><b>Belt</b> Black rescue belt with personal D-ring - 5.11 OPERATOR BELT</p>	<p>Any</p>	<p>Yes \$47<sup>00</sup></p>
<p style="text-align: center;"><b>Description</b></p>	<p style="text-align: center;"><b>Preferred Brand/Model</b></p>	<p style="text-align: center;"><b>Substitution Allowed</b></p>
<p><b>Name Tag</b> Polished silver or gold, .5" x 2.25", two line, name on top and rank on bottom (smaller font), no abbreviations</p>	<p>Any</p>	<p>Yes \$13<sup>00</sup></p>

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<b>Lieutenant Collar Pins</b> silver with red backing	Any	Yes \$17 <sup>00</sup> GSA
<b>Firefighter Collar Pins</b> silver backing	Any	Yes \$14 <sup>00</sup> GSA
<b>Paramedic Collar Pins</b> silver	Any	Yes \$13 <sup>00</sup> GSA
<b>Crossed Bugle Collar Pins</b> gold with red backing	Any	Yes \$17 <sup>00</sup> GSA
<b>Class A cap rosette</b> To be offered in red and black	Any	Yes \$4 <sup>00</sup>
<b>Class A Cap Badges</b> To be offered with single and crossed bugles (2-5)	Any	Yes \$28 <sup>00</sup>
<b>Winter Gloves</b> Black leather, lined	Any	Yes \$24 <sup>00</sup>
<b>Winter Stocking Hat</b> Navy, with DGFDD embroidered on front	Any	Yes \$18 <sup>00</sup>
<b>Fitted, Structured Baseball Cap</b> Navy, DGFDD or company logo embroidered on front	Flexfit New Era	No \$25 <sup>00</sup>
<b>Adjustable, Structured Baseball Cap</b> Navy, DGFDD or company logo embroidered on front	New Era	No \$23 <sup>00</sup>
<b>Duffle Bag</b> Minimum dimensions 23"Lx9"Wx12"Tall <i>ENGINEER PERSONAL #13016</i>	Any	Yes \$74 <sup>00</sup>
<b>Boot - Six inch</b> Black, safety toe, side zip	<del>Redback, N/A</del> Thorogood, Reebok	Yes N/A \$144 <sup>00</sup> \$139 <sup>00</sup>
<b>Boot - Eight inch</b> Black, safety toe, side or front zip	<del>Redback; N/A</del> Thorogood, Reebok	Yes N/A \$149 <sup>00</sup> \$144 <sup>00</sup>
<b>Boot - Slip on</b> Black, safety toe	<del>Redback,</del> Thorogood	Yes \$139 <sup>00</sup> \$139 <sup>00</sup>
<b>Boot - Technical Rescue</b> <i>THIS ITEM IS DISTRIBUTED BY AIR ONE EQUIPMENT</i>	Haix Airpower XR2	No N/A \$10
<b>Shoe - Slip on</b> Black, safety toe	Any Thorogood	Yes \$119 <sup>00</sup>

Village of Downers Grove

<b>Shoe - Laced</b> Black, safety toe	<b>Any</b> <i>Thorough</i>	<b>Yes</b> <i>\$109<sup>00</sup></i>
<b>Duffle Bag</b> Minimum dimensions 23"Lx9"Wx12"Tall <i>ENGINE ARSENAL # 13016</i>	<b>Any</b>	<b>Yes</b> <i>\$74<sup>00</sup></i>

**DELIVERY CHARGES**

The undersigned hereby affirms and states that the prices listed as "Delivered" are the unit and total costs for the delivery of item(s) to their designated locations ready for use. The undersigned agrees to provide items ordered for the Fire Department no later than 30 business days after receipt of the order. The Fire Department may request the order to be shipped, at no expense to the Village, to Station #2, 5420 Main St, Downers Grove IL 60515, or that the order will be picked up by authorized Fire Department personnel. Individuals picking up orders from the supplier must present proper authorization in the form of badge presentation.

**RECRUIT FIREFIGHTER ISSUE**

Supplier will receive from the Village a list of items to be issued to new recruits. Recruits will be sent to the Supplier, with advanced notice, and be measured and fitted for the appropriate items. The Supplier may not substitute any items that are not included on the initial issue list. Recruit issue items must be provided within 30 business days of the fitting appointment.

**ALTERATIONS**

Supplier will include in the bid costs, the hemming of trousers and the sewing of department patches and American flags onto shirts and jackets. This service will be done at the Supplier's place of business by the full time tailor and completed on the same day the request is made.

**RETURN OF INCORRECT ITEMS**

Any item received by the Village from the Supplier that does not conform to the order will be returned to the Supplier at the Supplier's expense. Supplier shall then provide the Village with the correct item.

**CUSTOM EMBROIDERY**

The custom embroidery of the Downers Grove Fire Department logo will be 88mm and be solid fill. Robison-Anton Yellow thread# 5313 and Fleet Blue thread# 5750 or approved equal.

**QUALITY OF ITEMS**

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new and not considered "defects" or "seconds", the latest model, of

## Village of Downers Grove

the best quality and highest grade of workmanship. Approved equal or better uniform items will be considered.

**GUIDELINES COMPLIANCE**

The Supplier shall certify the proposed equipment meets or exceeds all current Federal and State safety guidelines and requirements for equipment of this nature and shall meet or exceed State safety inspection and licensing standards without modification by the Village.

**WARRANTIES**

Supplier shall furnish manufacturer's warranties against faulty workmanship or materials for a minimum period of 12 months, if possible, or if such warranties are unavailable shall provide a personal guarantee to provide such assurance to the Village for the full 12 month period. Under such warranties, faulty workmanship shall be corrected or faulty materials replaced at no cost to the Village or firefighter for labor, equipment, materials or rental of all equipment bid. If manufacturer or vendor's standard warranties exceed these requirements for specific components, that warranty shall be provided to the Village and noted in the specifications where applicable. Should the Village discover, during its period of ownership that any part or parts are other than those used on current models, the Village may recover by requiring the Supplier to replace and install any and all such items with current parts at no cost to the Village.

**QUANTITIES**

Whenever a bid is sought seeking a source of supply for items or services, the quantities shall be construed as estimates, unless otherwise stated.

**TERM**

The term of the contract shall be for three years beginning January 1, 2023 through December 31, 2025, but may be extended by mutual agreement of both parties, providing such agreement shall be made in writing, agreed upon by both parties and providing such agreement complies with Village purchasing policies and the availability of funds.

## Village of Downers Grove

**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.)

SINCE MAY 1ST, 2014 WE HAVE BEEN  
THE UNIFORM PROVIDER TO THE FIRE  
DEPARTMENT.

OVER 1800 ORDERS HAVE BEEN  
PLACED, PROCESSED & SHIPPED UTILIZING  
OUR CUSTOM ECOMMERCE SYSTEM.

WE DO ALL CUSTOMIZATION IN HOUSE,  
INCLUDING EMBROIDERY, SCREEN PRINTING, HEAT  
PRESS & ALTERATIONS. OUR ECOMMERCE  
SYSTEM IS ALSO UPDATED & MAINTAINED IN HOUSE.

THE FIRE DEPARTMENT WEBSITE PORTAL CAN  
BE SEEN AT: [WWW.DGFDUNIFORMS.COM](http://WWW.DGFDUNIFORMS.COM).

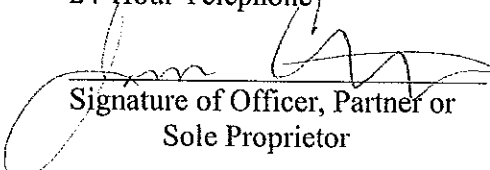


Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

<b>PROPOSER:</b>	
<u>ON TIME EMBROIDERY, INC</u> Company Name	Date: <u>10-4-22</u>
<u>2201 LIVELY BLVD.</u> Street Address of Company	<u>JIM@LSURS.COM</u> Email Address
_____ City, State, Zip	<u>JIM CLIFTON</u> Contact Name (Print)
<u>847-364-4371</u> Business Phone	<u>630-212-5054</u> 24-Hour Telephone
<u>847-364-4331</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation <u>Elizabeth Zyle</u> Signature of Corporation Secretary	<u>JIM CLIFTON, CEO</u> Print Name & Title

**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: ON TIME EMBROIDERY, INC.

ADDRESS: 2201 LIVING BLVD.

CITY: ELK GROVE

STATE: IL

ZIP: 60007

PHONE: 847-364-4371 FAX: 847-364-4381

TAX ID #(TIN): 35-2190919 (If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME:

ADDRESS: S/A

CITY:

STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

- Individual, Sole Proprietor, Partnership, Corporation, Government Agency, Limited Liability Company - Member-Managed, Limited Liability Company- Manager-Managed, Medical, Charitable/Nonprofit

SIGNATURE: [Handwritten Signature]

DATE: 10/4/22

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

(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 ON TIME EMBROIDERY, INC., and the full names of its Officers are as follows:

President: CHRISTINA CLIFTON

Secretary: ELISABETH LAY

Treasurer: JIM CLIFTON

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) Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its managers or members are as follows:

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

**(c) 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 \_\_\_\_\_.

**(d) 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 \_\_\_\_\_.

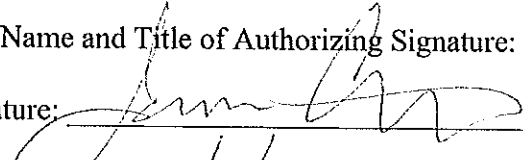
5. Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? **YES** NO (circle one)

Insurer's Name TRAVELERS  
Agent JAY BARASH - BARASH INSURANCE  
Street Address 5200 GOLF RD.  
City, State, Zip Code SKOKIE, IL 60077  
Telephone Number 847-676-4242

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

Print Name of Company: ON TIME EMBROIDERY, INC.

Print Name and Title of Authorizing Signature: JAMES CLIFTON, CEO

Signature: 

Date: 10/4/22

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

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: ON TIME EMBROIDERY, INC.

Address: 2201 LIVELY BLVD.

City: ELK GROVE Zip Code: 60007

Telephone: (847) 364-4371 Fax Number: (847) 364-4331

E-mail Address: JIM@LSVDC.COM

Authorized Company Signature: 

Print Signature Name: JAMES CLIFTON Title of Official: CEO

Date: 10/4/22

Village of Downers Grove

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.

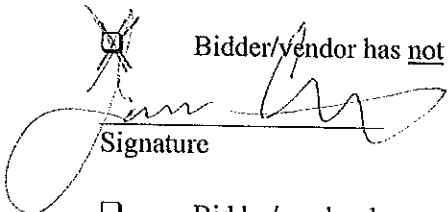
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

**CAMPAIGN DISCLOSURE CE**

Under penalty of perjury, I declare:

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

  
Signature

JAMES CLIFTON  
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