

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**6/3/2025**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Approval of Contract for Inspection, Testing and Maintenance of Fire Protection and Life Safety Systems	Mike Baker Deputy Village Manager

**SYNOPSIS**

A motion is requested approving a contract with Total Fire & Safety of Woodridge, IL for inspection, testing and maintenance of fire protection and life safety systems in Village of Downers Grove facilities.

**STRATEGIC PLAN ALIGNMENT**

The Village strategic goals include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY2025 General Fund includes budgeted amounts for the costs associated with the inspection, testing and maintenance services to be performed.

**RECOMMENDATION**

Approval on the June 3, 2025 consent agenda.

**BACKGROUND**

As required by Downers Grove Municipal Code and National Fire Protection Association (NFPA) standards, Village facilities are equipped with fire protection and life safety systems that include fire alarms, fire sprinkler systems, emergency responder radio enhancement systems, fire pumps, and kitchen fire suppression systems. These systems are also required to be regularly inspected, tested and maintained.

The Village issued a Request for Proposal (RFP) for inspection, testing and maintenance of its fire protection and life safety systems. The Village received one proposal for these services from Total Fire & Safety, Inc. The proposal provides itemized pricing for all of the required services over a five-year period. Village staff has received services from Total Fire & Safety, Inc. in the past and has been satisfied with the company's performance.

**ATTACHMENTS**

Contract



## REQUEST FOR PROPOSAL (Professional Services)

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

Project Name: Inspection of Village Life Safety Systems  
Proposal No.: RFP-0310-0-2025/MT  
Proposal Due: Friday, March 28, 2025 10:00AM

**Required of Awarded Proposer:**

Certificate of Insurance: Yes

Legal Advertisement Published: March 10, 2025 9:00AM  
This document consists of 26 pages.

Return **original** copy of proposal (no staples, bindings or spines) in a **sealed envelope** marked with the Proposal Name/Number as noted above to:

MATTHEW TIMMERBERG  
ASSISTANT TO THE VILLAGE MANAGER  
VILLAGE OF DOWNERS GROVE  
850 CURTISS ST.  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-8875  
[www.downers.us](http://www.downers.us)

## ELECTRONIC SUBMITTAL

The Village of Downers Grove is now accepting Request for Proposals (RFP's) submitted electronically. All bidders must be registered with DemandStar to access requests for qualification documents and submittal electronically. If you need to register, a free agency subscription to the Village of Downers Grove account is available at <https://www.demandstar.com/app/registration>. If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic submittals are encouraged to upload their responses at least 24 hours prior to the deadline. The Village is not responsible for submittal errors or incomplete submissions. For technical issues or concerns, bidders may contact DemandStar Supplier support directly at [hello@demandstar.com](mailto:hello@demandstar.com) or at 866-273-1863. All RFP's must be received prior to the Due Date and Time set forth above and on the cover page of this document.

Firms may continue submitting physically. Physical RFP's must be submitted in a sealed envelope marked "SEALED RFP" to 850 Curtiss St., Downers Grove IL, 60515. RFP's shall be marked "ATTN: Matt Timmerberg, Assistant to the Village Manager". The envelope shall be marked with the name of the project, date, and time set for receipt.

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at the Civic Center, 850 Curtiss St., 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 (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original copy of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

**PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES, BINDINGS OR SPINES.**

# **I. REQUEST FOR PROPOSALS**

## **1. GENERAL**

1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to the time and date set forth on the cover page of this RFP.

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: Matthew Timmerberg, 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. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**

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

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

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

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

requirements of the Contract Documents considered severally and collectively.

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

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature 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.

3.2 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 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.

### **4. SECURITY FOR PERFORMANCE**

4.1 The awarded Proposer, 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.**

### **5. DELIVERY**

5.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 850 Curtiss St., Downers Grove, IL 60515.

### **6. TAX EXEMPTION**

6.1 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.

### **7. RESERVED RIGHTS**

7.1 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**

### **8. VILLAGE ORDINANCES**

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

### **9. USE OF VILLAGE'S NAME**

9.1 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.

### **10. SPECIAL HANDLING**

10.1 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.

### **11. INDEMNITY AND HOLD HARMLESS AGREEMENT**

11.1 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.

### **12. NONDISCRIMINATION**

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

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 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.

12.2 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.*

### **13. SEXUAL HARASSMENT POLICY**

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

13.1.1 Notes the illegality of sexual harassment;

13.1.2 Sets forth the State law definition of sexual harassment;

13.1.3 Describes sexual harassment utilizing examples;

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

13.1.5 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

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

### **14. EQUAL EMPLOYMENT OPPORTUNITY**

14.1 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:

14.1.1 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, order of protection status, military 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.

14.1.2 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.

14.1.3 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, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.

14.1.4 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.

14.1.5 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.

14.1.6 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.

14.1.7 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.

## **15. DRUG FREE WORK PLACE**

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

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

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

## **16. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

16.1 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.

## **17. PREVAILING WAGE ACT**

17.1 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.

17.2 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, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

17.3 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.

17.4 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 IDOL no later than the fifteenth (15<sup>th</sup>) day of each calendar month for the immediately preceding month

in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Filing false records is a Class A misdemeanor.

17.5 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.

17.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

## **18. PATRIOT ACT COMPLIANCE**

18.1 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.

## **19. INSURANCE REQUIREMENTS**

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

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

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

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

19.1.4 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;

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

19.1.6 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;

19.1.7 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.

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

19.3 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.

## **20. COPYRIGHT/PATENT INFRINGEMENT**

20.1 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.

## **21. COMPLIANCE WITH OSHA STANDARDS**

21.1 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.

## **22. CERCLA INDEMNIFICATION**

22.1 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.

## **23. BUY AMERICA**

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

**24. CAMPAIGN DISCLOSURE**

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

24.2 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.

24.3 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.

24.4 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.

**25. SUBLETTING OF CONTRACT**

25.1 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 Proposer from its obligation or change the terms of the Contract.

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

**26. TERM OF CONTRACT**

26.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

**27. TERMINATION OF CONTRACT**

27.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

**28. BILLING & PAYMENT PROCEDURES**

28.1 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.

28.2 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 Proposer 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.

28.3 As this Contract may include work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2 and pursuant to section 17.4 of this Request for Proposals, the Proposer shall provide an IDOL certification and case number to the Village along with the invoice for applicable services provided. No invoice shall be paid without said records. Please send all invoices to the attention of Alex Sandberg, Building Services Manager, Downers Grove Civic Center, 850 Curtiss St., Downers Grove, IL 60515.

## **29. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

29.1 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.

## **30. STANDARD OF CARE**

30.1. 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.

30.2 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.

30.3 For Professional Service Agreements: 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.

## **31. GOVERNING LAW AND VENUE**

31.1 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.

## **32. SUCCESSORS AND ASSIGNS**

32.1 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.

**33. WAIVER OF CONTRACT BREACH**

33.1 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.

**34. AMENDMENT**

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

**35. NOT TO EXCEED CONTRACT**

35.1 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 Contract.

**36. SEVERABILITY OF INVALID PROVISIONS**

36.1 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.

**37. NOTICE**

37.1 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  
850 Curtiss St.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**38. COOPERATION WITH FOIA COMPLIANCE**

38.1 Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer 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.*)

**39. COPYRIGHT or PATENT INFRINGEMENT**

39.1 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.

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

40.1 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.

### **III. DETAIL SPECIFICATIONS**

The Village of Downers Grove is soliciting proposals for inspection, testing and maintenance of its fire protection and life safety systems (hereinafter referred to as the “Project”). The Village of Downers Grove is seeking proposals from qualified firms to provide services including maintenance, inspection, testing, submission of results, and all necessary repairs and retesting of the fire protection and life safety systems at municipal facilities listed below. The fire protection and life safety systems include but may not be limited to: fire alarms, fire sprinkler systems, emergency responder radio enhancement system, fire pump, and kitchen fire suppression system (as more specifically described below).

The objective of these specifications is to define the conditions under which contractual services are to be provided for periodic testing of the various fire protection and life safety systems as outlined in the most current National Fire Protection Association Standards and the Village of Downers Grove Municipal Ordinances. The vendor shall become fully acquainted with the nature of the work, the sites at which work is to be accomplished, and the conditions affecting the cost and performance of the work. The proposal shall include an hourly service rate and all costs associated with furnishing labor, materials, tools and equipment necessary to perform complete inspections, testing, reporting and maintenance on all Village fire protection and life safety systems listed in these specifications for each building. All maintenance work shall be subject to the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*).

The proposal shall also include any subcontractors required to perform any of the required services. The vendor shall be responsible for complying with all local, State, and federal regulations pertaining to this proposal and the work contemplated hereunder, including but not limited to the Illinois Prevailing Wage Act, when applicable. The vendor shall provide a proposal that contemplates pricing for a five (5) year contract period.

#### **Village Owned Premises & Systems**

##### **DOWNERS GROVE CIVIC CENTER**

850 CURTISS ST  
DOWNERS GROVE, IL 60515-0000

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection, includes fire shutters and separate suppression systems in server rooms, and assisting with elevator FAID testing (under warranty not due until 2026)
- Annual Sprinkler system inspection (under warranty not due until 2026)
- Annual Emergency Responder Radio Coverage System Inspection

##### **BURLINGTON-NORTHERN -MAIN ST STOP -BNSF TRAIN STATION**

1000 BURLINGTON AVE  
DOWNERS GROVE, IL 60515-  
4660

- Annual Fire Alarm Inspection

**DOWNERS GROVE FIRE STATION #101**

2560 WISCONSIN AVE  
DOWNERS GROVE, IL 60515-4230

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection

**DOWNERS GROVE FIRE STATION #102**

5420 MAIN ST  
DOWNERS GROVE, IL 60515-4834

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection
- Semi-annual Hood suppression system inspection

**DOWNERS GROVE FIRE STATION #103**

3900 HIGHLAND AVE  
DOWNERS GROVE, IL 60515-1506

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection

**DOWNERS GROVE FIRE STATION #105**

6701 MAIN ST  
DOWNERS GROVE, IL 60516-3426

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection

**DOWNERS GROVE PUBLIC WORKS - MAIN BLDG.**

5101 WALNUT AVE  
DOWNERS GROVE, IL 60515-4046

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection

**DG FLEET SERVICES GARAGE**

700 CURTISS ST  
DOWNERS GROVE, IL 60515-4770

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection

### **DG FLEET STORAGE**

725 CURTISS

DOWNERS GROVE, IL 60515

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection

### **DOWNERS GROVE PARKING STRUCTURE**

945 CURTISS ST

DOWNERS GROVE, IL 60515-0000

- 5-year sprinkler system inspection
- Annual Fire Alarm Inspection
- Annual Sprinkler system inspection
- Witnessed Annual Fire Pump Test

### **VODG RADIO COMMUNICATION SHELTER**

650 CURTISS ST.

DOWNERS GROVE, IL 60515

- Annual Fire Alarm Inspection

### **DOWNERS GROVE PUBLIC WORKS WELL HOUSE**

1724 71st ST

DOWNERS GROVE, IL 60516

Annual Fire Alarm Inspection (Under construction - not due until 2026)

#### **IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

**(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.)**

## Village Owned Premises & Systems

### DOWNERS GROVE CIVIC CENTER

850 CURTISS ST

DOWNERS GROVE, IL 60515-0000

- 5-year sprinkler system inspection

**\$750**

- Annual Fire Alarm Inspection, includes fire shutters and separate suppression systems in

server rooms, and assisting with elevator FAID testing (under warranty not due until

2026) **\$1400**

- Annual Sprinkler system inspection (under warranty not due until 2026)

**\$165**

- Annual Emergency Responder Radio Coverage System Inspection

**\$450**

### BURLINGTON-NORTHERN -MAIN ST STOP -BNSF TRAIN STATION

1000 BURLINGTON AVE

DOWNERS GROVE, IL 60515-

4660

- Annual Fire Alarm Inspection

**\$300**

### DOWNERS GROVE FIRE STATION #101

2560 WISCONSIN AVE

DOWNERS GROVE, IL 60515-4230

- 5-year sprinkler system inspection

**\$750 (Hydro included)**

- Annual Fire Alarm Inspection

\$275

- Annual Sprinkler system inspection

\$165

### **DOWNERS GROVE FIRE STATION #102**

**5420 MAIN ST**

**DOWNERS GROVE, IL 60515-4834**

- 5-year sprinkler system inspection

\$750 (Hydro included)

- Annual Fire Alarm Inspection

\$650

- Annual Sprinkler system inspection

\$165

- Semi-annual Hood suppression system inspection

\$155

### **DOWNERS GROVE FIRE STATION #103**

**3900 HIGHLAND AVE**

**DOWNERS GROVE, IL 60515-1506**

- 5-year sprinkler system inspection

\$750 (Hydro included)

- Annual Fire Alarm Inspection

\$275

- Annual Sprinkler system inspection

\$165

**DOWNERS GROVE FIRE STATION #105****6701 MAIN ST****DOWNERS GROVE, IL 60516-3426**

- 5-year sprinkler system inspection

**\$750 (Hydro included)**

- Annual Fire Alarm Inspection

**\$475**

- Annual Sprinkler system inspection

**\$165**

**DOWNERS GROVE PUBLIC WORKS - MAIN BLDG.****5101 WALNUT AVE****DOWNERS GROVE, IL 60515-4046**

- 5-year sprinkler system inspection

**\$750 (Hydro included)**

- Annual Fire Alarm Inspection

**\$500**

- Annual Sprinkler system inspection

**\$165 each**

**DG FLEET SERVICES GARAGE****700 CURTISS ST****DOWNERS GROVE, IL 60515-4770**

- 5-year sprinkler system inspection

**\$750 (Hydro included)**

- Annual Fire Alarm Inspection

**\$125**

- Annual Sprinkler system inspection

**\$165**

## **DG FLEET STORAGE**

### **725 CURTISS**

#### **DOWNERS GROVE, IL 60515**

- 5-year sprinkler system inspection

**\$750 (Hydro included)**

- Annual Fire Alarm Inspection

**\$225**

- Annual Sprinkler system inspection

**\$165**

## **DOWNERS GROVE PARKING STRUCTURE**

### **945 CURTISS ST**

#### **DOWNERS GROVE, IL 60515-0000**

- 5-year sprinkler system inspection

**\$750 (Hydro included)**

- Annual Fire Alarm Inspection

**\$400**

- Annual Sprinkler system inspection

**4 Dry \$300 each**

- Witnessed Annual Fire Pump Test

**\$1020**

## **VODG RADIO COMMUNICATION SHELTER**

**650 CURTISS ST.**

**DOWNERS GROVE, IL 60515**

- Annual Fire Alarm Inspection

\$275

**DOWNERS GROVE PUBLIC WORKS WELL HOUSE**

**1724 71st ST**

**DOWNERS GROVE, IL 60516**

Annual Fire Alarm Inspection (Under construction - not due until 2026)

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

With regard to RFP # 0310-0-2025<sup>MT</sup>, Proposer Marmic / Total Fire 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 Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records must be preserved for five (5) years following completion of the contract. Proposer certifies that Proposer and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, 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;
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 employees 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 of all such taxes that are due, and Proposer is in compliance with the agreement.

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

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

4 3 - 1 8 6 6 6 9 1

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: Greg Bochicchio

Secretary: John Walsh

Treasurer: Russen chancel

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 Proposer 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: \_\_\_\_\_

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

**(c) Partnership**

Names and Addresses of All Members of Partnership:

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

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 Zurich American Insurance Company

Agent Lockton Companies, LLC.

St Address 444 W. 47th St. Ste 900

City, State, Zip Code Kansas City, Mo. 64112-1906

Telephone Number 816-960-9000

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

Print Name of Company: \_\_\_\_\_

Print Name and Title of Authorizing Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Apprenticeship and Training Certification**

Bidder 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 bidder will perform with its own forces. The Bidder 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 Village of Downers Grove, 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 Bidder 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 Bidder is a participant and that will be performed with the Bidder'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 Bidder 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 listed below. This Certification will be used to determine the lowest responsible bidder in accordance with the Village Council Policy regarding Purchasing Procedures.**

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.

***Certificate of Compliance***  
 The bidder hereby certifies that it and its subcontractors participate in an applicable apprenticeship program.


Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

***Certificate of Non-Compliance***  
 The bidder hereby certifies that it or its subcontractors do not participate in an applicable apprenticeship program.

Signature  \_\_\_\_\_

Company Name Total Fire & Safety / Marmic \_\_\_\_\_

Title Alarm Project Manager \_\_\_\_\_

Date 5/29/2025 \_\_\_\_\_

## Suspension or Debarment Certificate

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

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

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

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

Company Name: Marmic Fire + Safety / TOTAL FIRE + SAFETY

Address: 6808 Hobson Valley Drive

City: Woodridge Zip Code: 60517

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

E-mail Address: BSchultz@marmicfire.com

Authorized Company Signature: Jeff Budiselich

(Print) Name: Jeff Budiselich Title of Official: Branch Manager

Date: 5/28/25

**Campaign Disclosure Certificate**

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

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

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

By signing the bid 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:

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

Jeff Berdisek  
Signature

Jeff Berdisek  
Print Name

Proposer/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: Marmic / Total Fire  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Jeff Berdisek  
Signature

Jeff Berdisek  
Print Name