

LEGAL NOTICE

The Village of Oak Park will receive sealed bids from qualified contractors at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **2:00 p.m. on Wednesday, November 9, 2021** for the following:

**Village of Oak Park
Stone & Sand Materials
Bid Number: 23-103**

Bid documents may be obtained from the Village's website at <http://www.oak-park.us/bid>. For questions, please call Public Works at (708) 358-5700 during the above hours.

Project 23-103; Stone & Sand 2023 Bid Summary

	<u>Utility Transport Services</u>	<u>G & M Trucking</u>	<u>Vulcan Construction Material</u>	Misfits
<u>Sand/Stone per ton (Delivered)</u>	<u>Totals</u>	<u>Totals</u>	<u>Totals</u>	<u>Totals</u>
Cert CM-06 Stone	28.50	17.85	18.00	29.50
CA-7 Bedding Stone	28.50	25.40	25.00	45.00
#2 Sand	40.00	28.15	32.80	40.00

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE



Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	05239842
Entity Name	VULCAN CONSTRUCTION MATERIALS, LLC
Status	ACTIVE

Entity Information	
Principal Office	1200 URBAN CENTER DRIVE BIRMINGHAM, AL 35242
Entity Type	LLC
Type of LLC	Foreign
Organization/Admission Date	Wednesday, 29 July 2015
Jurisdiction	DE
Duration	

Agent Information	
Name	C T CORPORATION SYSTEM
Address	208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604
Change Date	Thursday, 13 February 2020

Annual Report	
For Year	2022
Filing Date	Saturday, 7 May 2022

Managers	
Name Address	BASS, STANLEY G. 1200 URBAN CENTER DRIVE BIRMINGHAM, AL 35242
Name Address	BURTON JR., C. WES 1200 URBAN CENTER DRIVE BIRMINGHAM, AL 35242
Name Address	PIGG, RANDY L. 1200 URBAN CENTER DRIVE BIRMINGHAM, AL 35242

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

Purchase Certificate of Good Standing
(One Certificate per Transaction)

- [File Annual Report](#)
- [Adopting Assumed Name](#)
- [Articles of Amendment Effecting A Name Change](#)
- [Change of Registered Agent and/or Registered Office](#)

About Us

- > Office of the Secretary of State
- > Secretary of State Jesse White
- > Privacy Policy
- > Terms of Use

Social Media



Contact Us

213 State Capitol
Springfield, IL 62756
800-252-8980 (toll free in Illinois)
217-785-3000 (outside Illinois)
> Contact Forms

SECTION 1
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Stone & Sand Materials
Bid Number: 23-103
Issuance Date: 10/26/22

The Village of Oak Park will receive Bids from qualified contractors for Stone & Sand Materials for the calendar year 2023 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 2:00 p.m. on Wednesday, November 9, 2022. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Oak Park Public Works Center is open to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or drop off upstairs at Public Works during business hours Monday through Friday 7:30-4:00. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Water & Sewer Superintendent, Michael Bills at 708-358-5700 or mbills@oak-park.us.

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 23-103 Stone & Sand Materials", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Michael Bills
Water & Sewer Superintendent
Department of Public Works
201 South Blvd. Oak Park, IL 60302

SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post- marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

Contract Term

The initial contract term shall be from the date of January 1, 2023 to December 31, 2023. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31).

Contract Renewal

The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Recertification

If the Village renews the contract for an additional one-year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Bids:

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents:

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written

acknowledgment of receipt of each addendum issued with the Bid submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

Agreement

The selected bidder shall enter into an Agreement with the Village in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XII for a sample copy of the agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

III

GENERAL SPECIFICATIONS

Scope of Work

The Water & Sewer Division periodically requests bids for items purchased throughout the year. Vendors are asked to submit a bid on the following items and that the prices are good for the calendar year of 2023. Each year the Village places orders with each of the companies based on who had the lowest cost on the various items. Each year approximately 1,500-2,000 tons of stone, and 10-50 tons of sand are purchased by the Village. These amounts may increase or decrease depending on the work load of the year.

Extent of Services

The Village reserves the right to award the contract to the lowest responsible bidder.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Stone & Sand Materials. The unit prices listed below should be for 2023 only. The contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each.

Quantity	Sand/Stone per Ton (Delivered)	Total
1	CERT CM-06 Stone	\$ 18.00
1	CA-7 Bedding Stone	\$ 25.00
1	#2 Sand	\$ 32.80

Chad Groff

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized bylaw to execute such acknowledgments.

Dated: 10 / 26 / 2022

Vulcan Construction Materials, LLC
Organization Name (Seal - If Corporation)

By:

[Signature]
Authorized Signature **CHAD GROFF**

1000 E Warrenville Rd, Naperville, IL 60563
Address

630-955-8580
Telephone

Subscribed and sworn to before me this 26th day of OCTOBER, 2022.

Julie A. Kane in the State of ILLINOIS. My Commission
Notary Public

Expires on 6 / 28 / 2024



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

The bidder is a corporation, which operates under the legal name of

Vulcan Construction Materials LLC and is organized and existing under the laws of the State of
Delaware. The full names of its Officers are:

President www.vulcanmaterials.com

Secretary www.vulcanmaterials.com

Treasurer www.vulcanmaterials.com

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

(b) **Partnership**

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) **Sole Proprietor**


The bidder is a Sole Proprietor whose full name is _____. If the bidder is operating under a trade name, said trade name is _____, which name is registered with the office of _____ in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

V
BIDDER CERTIFICATION

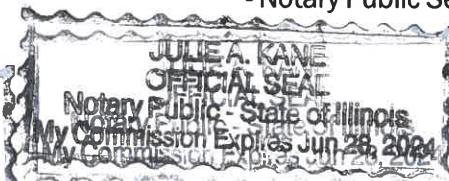
Vulcan Construction Materials, LLC, as part of its Bid on an agreement for Stone & Sand Materials, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.


(Authorized Agent of bidder selected) **CHAD GROFF**

Subscribed and sworn to before me this 26th day of OCTOBER, 2022.


Notary Public's Signature

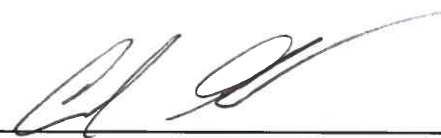
- Notary Public Seal -



VI
TAX COMPLIANCE AFFIDAVIT

Chad Groff, being first duly sworn, deposes
and says:
that he/she is VP/GM - Illinois of
(partner, officer, owner, etc.)
Vulcan Construction Materials, LLC.
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.


By: _____
Its: VP/GM-ILLINOIS

Chad Groff

(name of bidder if the bidder is an
individual) (name of partner if the bidder is a
partnership)(name of officer if the bidder is a
corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 26th day of OCTOBER 2022.



Notary Public's Signature

- Notary Public Seal -



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Vulcan Construction Materials, LLC and is organized and existing in good standing under the laws of the State of IL. The full names of its Officers are:

President www.Vulcanmaterials.com

Secretary www.Vulcanmaterials.com

Treasurer www.Vulcanmaterials.com

Registered Agent Name and Address: Chad Groff, 1000 E. Warrenville Rd, Naperville, IL 60563

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

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION IX
COMPLIANCE AFFIDAVIT

I, Chad Groff, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Vp/Gm- Illinois of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A., 702

Signature: _____

CHAD GROFF

Vulcan Construction Materials, LLC

Name and address of Business: 1000 E Warrenville Rd, Naperville, IL 60563

Telephone

630-955-8580

E-Mail

Vulcanmaterialsquote@vme mail.com

Subscribed to and sworn before me this 26th day of OCTOBER, 2022.

Julie A. Kane
Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Vulcan Construction Materials, LLC
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

18,000

Number of full-time employees

—

Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

CHAD GROFF

Date: _____

10-26-22

SECTION XI
NO BID EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: **Project No. 23-103; Stone & Sand Materials**

Comments:

Signed: _____

Phone: _____

SECTION XII
PURCHASE PRICE AGREEMENT
Sample (Do not fill out)

THIS PURCHASE PRICE AGREEMENT ("Agreement") is entered onto on the ____ day of _____, 2022, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 and _____, a _____ with offices at _____ ("Contractor").

1. Price

Contractor is a supplier of _____ ("Materials"). Contractor has provided the Village with 2022 prices for its Materials as set forth in its Proposal dated _____ ("Proposal"), attached hereto and incorporated herein by reference, pursuant to the Village's Request for Proposals ("RFP") as applicable. The Village accepts the prices set forth in the Proposal and agrees to purchase from Contractor such Materials as it finds necessary at the prices set forth in the Proposal. This Agreement does not commit the Village to purchase any specific quantity of Materials. The total amount of materials to be purchased pursuant to this Agreement shall not exceed \$_____.

2. Tax Exempt

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

3. Payment

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

4. Term of Agreement

This Agreement is valid for purchases through _____.

5. Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

6. Conflict

In case of a conflict between any provision(s) of this Agreement and the Contractor's Proposal or the Village's RFB, this Agreement and the Village's RFB shall control to the extent of such conflict.

7. Dispute Resolution

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

8. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK

Kevin Jackson
Village Manager

Print Name: _____

Title: _____

Dated: _____, 2022

Dated: _____, 2022

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2022

Date: _____, 2022

SECTION 1
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Stone & Sand Materials
Bid Number: 23-103
Issuance Date: 10/26/22

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The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Water & Sewer Superintendent, Michael Bills at 708-358-5700 or mbills@oak-park.us.

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TO: Michael Bills
Water & Sewer Superintendent
Department of Public Works
201 South Blvd. Oak Park, IL 60302

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Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Recertification

If the Village renews the contract for an additional one-year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Bids:

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents:

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written

acknowledgment of receipt of each addendum issued with the Bid submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

Agreement

The selected bidder shall enter into an Agreement with the Village in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XII for a sample copy of the agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

III GENERAL SPECIFICATIONS

Scope of Work

The Water & Sewer Division periodically requests bids for items purchased throughout the year. Vendors are asked to submit a bid on the following items and that the prices are good for the calendar year of 2023. Each year the Village places orders with each of the companies based on who had the lowest cost on the various items. Each year approximately 1,500-2,000 tons of stone, and 10-50 tons of sand are purchased by the Village. These amounts may increase or decrease depending on the work load of the year.

Extent of Services

The Village reserves the right to award the contract to the lowest responsible bidder.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Stone & Sand Materials. The unit prices listed below should be for 2023 only. The contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each.

Quantity	Sand/Stone per Ton (Delivered)	Total
1	CERT CM-06 Stone	\$
1	CA-7 Bedding Stone	\$
1	#2 Sand	\$

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized bylaw to execute such acknowledgments.

Dated:_____/_____/2022

Organization Name (Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this_____day of_____, 2022.

_____in the State of_____. My Commission
Notary Public

Expires on_____/_____/_____

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

The bidder is a corporation, which operates under the legal name of

_____ and is organized and existing under the laws of the State of
_____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

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

(b) **Partnership**

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) **Sole Proprietor**

The bidder is a Sole Proprietor whose full name is _____. If the bidder is operating under a trade name, said trade name is _____, which name is registered with the office of _____ in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for Stone & Sand Materials, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

(Authorized Agent of bidder selected)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes
and says:

that he/she is _____ of
(partner, officer, owner, etc.)

_____.
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:
Its:

(name of bidder if the bidder is an
individual) (name of partner if the bidder is a
partnership)(name of officer if the bidder is a
corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____ 2022.

Notary Public's Signature

- Notary Public Seal -

VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION IX
COMPLIANCE AFFIDAVIT

I, _____, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
I certify that the Contractor is in compliance with the Drug Free Workplace Act,⁴¹ U.S.C.A., 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2022.

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: _____
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- _____ Number of full-time employees
- _____ Number of part-time employees
4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

SECTION XI
NO BID EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: **Project No. 23-103; Stone & Sand Materials**

Comments:

Signed: _____

Phone: _____

SECTION XII
PURCHASE PRICE AGREEMENT
Sample (Do not fill out)

THIS PURCHASE PRICE AGREEMENT ("Agreement") is entered onto on the _____ day of _____, 2022, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 and _____, a _____ with offices at _____ ("Contractor").

1. Price

Contractor is a supplier of _____ ("Materials"). Contractor has provided the Village with 2022 prices for its Materials as set forth in its Proposal dated _____ ("Proposal"), attached hereto and incorporated herein by reference, pursuant to the Village's Request for Proposals ("RFP") as applicable. The Village accepts the prices set forth in the Proposal and agrees to purchase from Contractor such Materials as it finds necessary at the prices set forth in the Proposal. This Agreement does not commit the Village to purchase any specific quantity of Materials. The total amount of materials to be purchased pursuant to this Agreement shall not exceed \$_____.

2. Tax Exempt

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

3. Payment

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

4. Term of Agreement

This Agreement is valid for purchases through _____.

5. Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

6. Conflict

In case of a conflict between any provision(s) of this Agreement and the Contractor's Proposal or the Village's RFB, this Agreement and the Village's RFB shall control to the extent of such conflict.

7. Dispute Resolution

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

8. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK

Kevin Jackson
Village Manager

Print Name: _____

Title: _____

Dated: _____, 2022

Dated: _____, 2022

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2022

Date: _____, 2022