

Proposal Summary:
Project 23-100W; Dumping of Excavated Material

<u>PROPOSER NAME</u>	<u>Price Per Ton:</u>	<u>COMMENTS</u>
Waste Management of Illinois, Inc.	\$72.00	Sole Proposer

LEGAL NOTICE

The Village of Oak Park will receive sealed proposals from qualified contractors for Dumping of Excavated Material 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 2, 2022** for the following:

Village of Oak Park
Dumping of Excavated Material
Project Number: 23-100W

Proposal documents may be obtained from the Village's website at <https://www.oak-park.us/your-government/budget-purchasing/requests-proposals>. For questions, please call Public Works at (708) 358-5700 during the above hours.

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	21484997
Entity Name	WASTE MANAGEMENT OF ILLINOIS, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Monday, 23 December 1968
State	DELAWARE
Duration Date	PERPETUAL

Agent Information	
Name	C T CORPORATION SYSTEM
Address	208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604
Change Date	Thursday, 28 January 1988

Annual Report	
Filing Date	00/00/0000
For Year	2022

Officers	
President Name & Address	BRADLEY J POLLOCK 800 CAPITOL ST STE 3000 HOUSTON TX 77002
Secretary Name & Address	COURTNEY A TIPPY SAME

Assumed Name	
INACTIVE	WHEATLAND PRAIRIE LANDFILL
INACTIVE	WASTE MANAGEMENT SWEEPING SERVICE
INACTIVE	WASTE TRANSFER
INACTIVE	WOODLAND LANDFILL
INACTIVE	WASTE MANAGEMENT OF PEORIA
INACTIVE	TAZEWELL COUNTY LANDFILL
INACTIVE	MIDWAY LANDFILL
INACTIVE	MEYER BROTHERS SCAVENGER SERVICE
INACTIVE	MCHENRY-WOODSTOCK DISPOSAL
INACTIVE	LAKE LANDFILL
INACTIVE	KANKAKEE LANDFILL
INACTIVE	HOD DISPOSAL SERVICE
INACTIVE	GREENE VALLEY LANDFILL
INACTIVE	GARDEN CITY DISPOSAL
INACTIVE	FOX VALLEY DISPOSAL
INACTIVE	ELGIN-WAYNE DISPOSAL CONTRACTORS
INACTIVE	ESL
INACTIVE	CLEARING DISPOSAL
INACTIVE	CITY WASTE SYSTEMS
INACTIVE	CID
INACTIVE	BANNER/WESTERN DISPOSAL SERVICE
INACTIVE	ATLAS REFUSE DISPOSAL
INACTIVE	ACE DISPOSAL SYSTEMS
INACTIVE	CHEMICAL WASTE MANAGEMENT OF ILLINOIS
INACTIVE	WASTE MANAGEMENT SWEEPING SERVICE INC.

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213 State Capitol
Springfield, IL 62756
800-252-8980 (toll free in Illinois)
217-785-3000 (outside Illinois)
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**SECTION 1
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Dumping of Excavated Material
Bid Number: 23-100W
Issuance Date: 10/19/22**

The Village of Oak Park will receive Bids from qualified contractors for the Dumping of Excavated Material 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 2, 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 <https://www.oak-park.us/your-government/budget-purchasing/requests-proposals> 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: 23-100W Dumping of Excavated Material", 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 and Park District of Oak Park Logo or Likeness Use

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District 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 Village is seeking Bids from qualified contractors for Dumping of Excavation Material for the calendar year 2023. The Village of Oak Park is asking for a price per ton for dumping of spoils from water mains and sewer repairs at your transfer station. The Village will be dumping from semi-trucks and Vactor trucks at your transfer station. The Village dumps approximately 2,500-3,000 tons throughout the year. These amounts may increase or decrease depending on the work load for this 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 Dumping of Excavated Material. 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 dump.

Disposal of Spoil
Price per ton \$ 72.00 /ton.

J. Bradley Pollock _____, (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 by law to execute such acknowledgments.

Dated: November / 3 / 2022

Waste Management of Illinois, Inc

Organization Name (Seal - If Corporation)

By:

Brad Pollock

Authorized Signature

700 E. Butterfield Rd, Lombard, IL 60148

Address

847-980-7648

Telephone

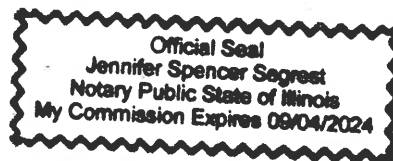
Subscribed and sworn to before me this 3rd day of November, 2022.

Jennifer Spencer Segrest

Commission Notary Public

in the State of Illinois. My

Expires on 09/04/2024



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation

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

Waste Management of Illinois, Inc. and is organized and existing under the laws of the State of
Illinois. The full names of its Officers are:

President J. Bradley Pollock

Secretary Micah Hamstra

Treasurer Jeff Bennett

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.

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

<u>MUNICIPALITY</u>	Village of Oak Park
<u>ADDRESS</u>	201 South Blvd
	Oak Park, IL 60302
<u>CONTACT</u>	Michael Bils
<u>PHONE</u>	708-358-7800
<u>WORK</u>	Spoils Contract
<u>PERFORMED</u>	

<u>MUNICIPALITY</u>	City of Berwyn
<u>ADDRESS</u>	1 Public Works Dr
	Berwyn, IL 60402
<u>CONTACT</u>	Bob Schiller
<u>PHONE</u>	708-749-4700
<u>WORK</u>	Municipal Contract
<u>PERFORMED</u>	

<u>MUNICIPALITY</u>	Village of Stickney
<u>ADDRESS</u>	6419 43rd St
	Stickney, IL 60402
<u>CONTACT</u>	Joe Lopez
<u>PHONE</u>	708-749-4400
<u>WORK</u>	Municipal Contract
<u>PERFORMED</u>	

<u>MUNICIPALITY</u>	Village of Hillside
<u>ADDRESS</u>	425 Hillside Ave
	Hillside, IL 60162
<u>CONTACT</u>	Joe Pisano
<u>PHONE</u>	708-202-3452
<u>WORK</u>	Municipal Contract
<u>PERFORMED</u>	

V
BIDDER CERTIFICATION

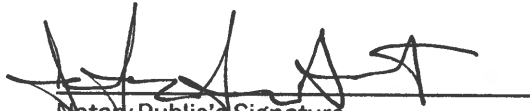
Waste Management of Illinois, Inc., as part of its Bid on an agreement for Dumping of Excavated Material, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of aviolation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of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

J. Bradley Pollock

(Authorized Agent of bidder selected)

Brad Pollock

Subscribed and sworn to before me this 3rd day of November, 2022.


Notary Public's Signature

- Notary Public Seal -




VI
TAX COMPLIANCE AFFIDAVIT

J. Bradley Pollock, being first duly sworn, deposes
andsays:

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

Waste Management of Illinois, Inc.
(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:

Waste Management of Illinois, Inc.
(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 3rd day of November 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 Waste Management of Illinois, Inc. and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President J. Bradley Pollock

Secretary Micah Hamstra

Treasurer Jeff Bennett

Registered Agent Name and Address: Waste Management of Illinois, Inc. 700 E. Butterfield Rd, Lombard, IL 60148

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, J. Bradley Pollock, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) President 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: 

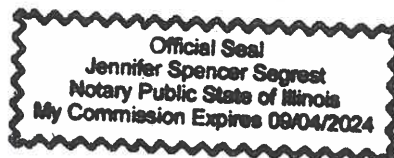
Name and address of Business: Waste Management of Illinois, Inc. 700 E. Butterfield Rd, Lombard, IL 60148

Telephone 847-980-7648 E-Mail vkuerse1@wm.com

Subscribed to and sworn before me this 3rd day of November, 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: Waste Management of Illinois, Inc.
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?
- 48,250 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: Brend Pollack

Date: November 3, 2022

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. 23-100W; Dumping of Excavated Material

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 2023 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 RFP, this Agreement and the Village's RFP 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.

9. Excluded Waste

"Excluded Waste" shall mean, without limitation, any regulated quantity of a hazardous waste or hazardous substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms. Title to and liability for Excluded Waste shall remain with the customer that generated the Excluded Waste at all times.

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



The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

708.383.6400
Fax 708.383.6692
village@oak-park.us
www.oak-park.us

October 24, 2022

To: All Prospective Bidders

Village of Oak Park
Dumping of Excavated Material
Project Number: 23-100W
Addendum No. 1

To Whom It May Concern:

This addendum is posted in accordance with Section II of the Village of Oak Park's Request for Bids (RFB) for Project Number: 23-100W, Dumping of Excavated Material. All Bidders will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Bidders' responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of this addendum with the Bid submission on the sealed bid envelope.

Please remove page IV Bid Form (Pricing) page 7 and replace with New Bid Form (Pricing) attached to this addendum

For questions, please contact Michael Bills, 708.358.5730, mbills@Oak-Park.US

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Dumping of Excavated Material. 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 dump.

Disposal of Spoil
Price per ton \$_____/ton.

_____,(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 by law 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_____/_____/_____



The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

708.383.6400
Fax 708.383.6692
village@oak-park.us
www.oak-park.us

November 2, 2022

To: All Prospective Bidders

Village of Oak Park
Dumping of Excavated Material
Bid Number:
23-100W
Addendum No. 2

To Whom It May Concern:

1. Section 1 Request for Bids Instructions and Specifications for contract 23-100W

Bid deadline has been delayed to Wednesday November 9, 2022 at 2:00PM

All Bidders are required to acknowledge receipt of this addendum on the 'SEALED' bid envelop.

Thank you in advance for your cooperation.

Sincerely,

Michael Bills
Water & Sewer Superintendent

SECTION 1
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Dumping of Excavated Material
Bid Number: 23-100W
Issuance Date: 10/19/22

The Village of Oak Park will receive Bids from qualified contractors for the Dumping of Excavated Material 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 2, 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 <https://www.oak-park.us/your-government/budget-purchasing/requests-proposals> 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: 23-100W Dumping of Excavated Material", 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 and Park District of Oak Park Logo or Likeness Use

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District 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 Village is seeking Bids from qualified contractors for Dumping of Excavation Material for the calendar year 2023. The Village of Oak Park is asking for a price per ton for dumping of spoils from water mains and sewer repairs at your transfer station. The Village will be dumping from semi-trucks and Vactor trucks at your transfer station. The Village dumps approximately 2,500-3,000 tons throughout the year. These amounts may increase or decrease depending on the work load for this 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 Dumping of Excavated Material. The unit prices listed below should be for 2022 only. The contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each dump.

Disposal of Spoil
Price per ton \$_____/ton.

_____,
(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 by law 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.

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for Dumping of Excavated Material, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of aviolation 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
andsays:

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. 23-100W; Dumping of Excavated Material**

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 2023 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 RFP, this Agreement and the Village's RFP 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.

9. Excluded Waste

"Excluded Waste" shall mean, without limitation, any regulated quantity of a hazardous waste or hazardous substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms. Title to and liability for Excluded Waste shall remain with the customer that generated the Excluded Waste at all times.

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