

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/21/2020

SUBJECT:	SUBMITTED BY:
Bid - Purchase of Utility Shoring Trailer	Andy Sikich Director of Public Works

SYNOPSIS

A motion is requested to authorize the purchase of a utility shoring trailer from Sauber Manufacturing of Virgil, Illinois in the amount of \$26,063.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY20 budget includes \$30,000 in the Equipment Replacement Fund for this purchase.

RECOMMENDATION

Approval on the April 21, 2020 consent agenda.

BACKGROUND

The Village owns a trailer used by the Public Works Department for transporting trench safety equipment needed during water distribution system repairs. The existing trailer is beyond its useful life and can no longer be used. Technical specifications and bidding documents were prepared in January, and one bid was received by the due date. Sauber Manufacturing submitted a bid of \$26,063, which is under budget for this purchase. Sauber provided several positive references from communities such as the City of Elmhurst, the Village of Crystal Lake, and the City of Elgin.

ATTACHMENTS

Contract Documents

Village of Downers Grove



CALL FOR BIDS

(Supplies, Materials, Etc.)

- I Name of Company Bidding: SABER MFG Co.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-5-2020/DC
 - B. For: UTILITY SHORING TRAILER
 - C. Bid Opening Date/Time: WEDNESDAY, FEBRUARY 12 @ 10:00am
 - D. Pre-Bid Conference Date/Time: N/A
- III. Required of Awarded Vendor(s)
- A. Certificate of Insurance: Reserved

Legal Advertisement Published: 1/30/2020

Date Issued: 1/30/2020

This document comprises 27 pages

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

STAN BALICKI
ASSISTANT DIRECTOR OF PUBLIC WORKS - OPERATIONS
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5474
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

CALL FOR BIDS**Bid No.:** CFB-0-5-2020/DC

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

SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

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I. CALL FOR BIDS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS CALL FOR BIDS.
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Stan Balicki, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All

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writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.

- 2.4 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.5 All costs incurred in the preparation, submission, and/or presentation of any Bid including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.6 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.
- 3.3 No Contract Documents will be issued after a mandatory pre-bid conference except to attendees.

4. SUBMISSION OF BID

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Agent.

5. MODIFICATION OR WITHDRAWAL OF BID

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time

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set for the Bid opening, by a letter bearing the signature of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

6. REJECTION OF BIDS

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
 - 8.1.2 Evidence of collusion among Bidders.
 - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
 - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
 - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
 - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
 - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
 - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a

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violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.

9. BASIS OF AWARD

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

11. FAILURE TO ENTER INTO CONTRACT

- 11.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

12. TAX EXEMPTION

- 12.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected vendor.

13. RESERVED RIGHTS

- 13.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all sub-Vendors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

14. CATALOGS

- 14.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

15. TRADE NAMES/SUBSTITUTIONS

- 15.1 Certain materials and equipment are specified by a manufacturer or trade name to establish

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standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Vendor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS**16. VILLAGE ORDINANCES**

16.1 The successful Bidder, now the Vendor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

17. USE OF VILLAGE'S NAME

17.1 The Bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

18. INSPECTION

18.1 The Village shall have a right to inspect, by its authorized representative, any material, supplies or components as herein specified. Materials, supplies or components that have been rejected by the Purchasing Agent as not in accordance with the terms of the contract specifications shall be replaced by the Vendor at no cost to the Village.

19. DELIVERIES

19.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

20. SPECIAL HANDLING

20.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Vendor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Vendor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

21. COMPLIANCE WITH OSHA STANDARDS

21.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

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22. BUY AMERICA

- 22.1 The Vendor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 22.2 As a condition of responsiveness, the Vendor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

23. CAMPAIGN DISCLOSURE

- 23.1 Any Vendor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 23.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 23.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 23.4 By signing the bid documents, Vendor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

24. BACKING PRECAUTIONS

- 24.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Vendor or any sub-Vendor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

25. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

- 25.1 The Village has and supports an overweight truck enforcement program. Vendors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

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26. COPYRIGHT/PATENT INFRINGEMENT

- 26.1 The Bidder agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any materials, supplies, equipment, systems, or services provided by the Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

27. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 27.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its sub-Vendors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its sub-Vendors.

28. NONDISCRIMINATION

- 28.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- (c) It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

29. SEXUAL HARASSMENT POLICY

- 29.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

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- 29.1.1 Notes the illegality of sexual harassment;
- 29.1.2 Sets forth the State law definition of sexual harassment;
- 29.1.3 Describes sexual harassment utilizing examples;
- 29.1.4 Describes the Bidder's internal complaint process including penalties;
- 29.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 29.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

30. EQUAL EMPLOYMENT OPPORTUNITY

- 30.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:
 - 30.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 30.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 30.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
 - 30.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such

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Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 30.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 30.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 30.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub-Vendor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such sub-Vendors; and further it will promptly notify the contracting agency and the Department in the event any sub-Vendor fails or refuses to comply therewith. In addition, the Bidder will not utilize any sub-Vendor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

31. DRUG FREE WORK PLACE

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

- 31.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 31.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 31.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 31.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under

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part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.

- 31.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 31.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 31.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

32. PATRIOT ACT COMPLIANCE

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

33. INSURANCE REQUIREMENTS

Reserved

34. SUBLETTING OF CONTRACT

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Vendor from his obligation or change the terms of the Contract.

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

35. TERM OF CONTRACT

- 35.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.

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36. TERMINATION OF CONTRACT

- 36.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Vendor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 36.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Vendor, in the event of default by the Vendor. Default is defined as failure of the Vendor to perform any of the provisions of this Contract. In the event that the Vendor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The Vendor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Vendor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Vendor.

37. BILLING & PAYMENT PROCEDURES

- 37.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Vendor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Vendor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 37.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Vendor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 37.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

38. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

- 38.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

39. SUCCESSORS AND ASSIGNS

- 39.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this

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Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-Vendors.

40. WAIVER OF CONTRACT BREACH

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

41. SEVERABILITY OF INVALID PROVISIONS

41.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

42. GOVERNING LAW AND VENUE

42.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

43. NOTICE

43.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

44. AMENDMENT

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

45. COOPERATION WITH FOIA COMPLIANCE

45.1 Vendor acknowledges that the Freedom of Information Act does apply to public records in possession of the Vendor or a sub-Vendor. Vendor and all of its sub-Vendors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 *et seq.*

Village of Downers Grove

46. COPYRIGHT or PATENT INFRINGEMENT

- 46.1 The Vendor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Vendor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

Village of Downers Grove

III. DETAIL SPECIFICATIONS

UTILITY SHORING TRAILER

EQUIPMENT REQUIREMENTS: References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

**MEETS SPECS
(YES NO)**

- 1. 14'L x 80"W Deck all Aluminum Trailer. "A" Frame Hitch Design
- 2. 7' Enclosed at Front of trailer & 7' open deck at rear. Entire Floor 1" Extruded Aluminum – Flush Floor
- 3. Enclosed Portion: 84"H x 84"L x 80"W .040 White Aluminum Skin; extruded aluminum roof rails; 16" on center studs spacing; Deluxe Camper Door Hinged Right from outside view w/ screen door & window.
- 4. Two (2) 3,500# Axles – 7,700 GVWR
- 5. 15" Aluminum Rims
- 6. One (1) Spare Rim/Tire - Loose
- 7. LED FMVSS Lighting
- 8. One (1) Tongue Mounted Jack w/ Caster Wheel
- 9. 2-5/16" Ball Type Hook Up
- 10. Aluminum Fenders
- 11. 7 Way RV Plug
- 12. Standard License Plate Holder & LED light
- 13. (8) Total Floor D-Rings – (4) Each Side

Village of Downers Grove

14. _____ Rub/Tie Down Rail Each Side – Aft Rear Axle
15. _____ Two (2) Galvanized Grip-Strut Wheel Chocks – Powder coated Fluorescent Orange
16. _____ Two (2) Non-Rusting Wheel Chock Holders installed One each side of trailer; design secures chocks and prevents lose during travel
17. _____ Galvanized Steel Tube Bulkhead Guard Rail 80”L x 48”H w/gussets & 10 gauge steel galvanized wall; installed right after enclosed body to protect body from damage
18. _____ Galvanized Steel stow away step install under door to enclosed body
19. _____ Two (2) Galvanized Steel commercial grade shelf Unit 38”L x 26”D x 72”H w/ (4) 2.5”H adjustable Shelves; rubber matting on all shelves; 2.25”H removable aluminum dividers for each shelf; install shelving units against front wall
20. _____ One (1) Galvanized Steel commercial grade shelf Unit 24”L x 32”D x 72”H w/ (4) 2.5”H adjustable Shelves; rubber matting on all shelves; 2.25”H removable aluminum dividers for each shelf; bolt on galvanized panel covering back side of shelving unit (between shelving unit & street side) install shelving unit on rear wall 30” off Street side wall
21. _____ Four (4) 800 Lumen or greater LED interior lights installed on ceiling inside body wired to on/off switch just inside entrance door
22. _____ Stainless Steel box with 4 Watt or greater solar panel atop & deep cycle battery; 10A on board charger system; 25’ cord reel w/ three prong ale plug for shore power battery recharging; Weatherproof stainless steel toolbox large enough to house all components; this System to power interior lighting
23. _____ Basin for rinsing of Hands w/ Clean water; installed 30”H on back wall between Parts Shelf & Street side wall; heavy Duty Basin to be plastic or stainless steel; minimum 10”x10” in size; securely mounted to wall; drain tube rain through trailer floor; Stainless Steel protective shroud to cover entire tube secured to back wall; (water source & soap supplied by Village)
24. _____ All Fasteners to be Stainless Steel
25. _____ Delivery to Downers Grove Public Works

PRICE: \$ 26,063.00

Village of Downers Grove

WARRANTY

The Contractor shall guarantee in writing all equipment and workmanship for a period of three (3) years, commencing upon the delivery date of the trailer to the Village.

Warranties shall be in writing, in a form satisfactory to the Village, and shall be delivered to the Village at the time of delivery of the trailer to the Village. In cases where the manufacturer warrants a specific piece of equipment for a period of more than three years, the manufacturer's warranty shall take precedence until expiration. Emergency repair shall be performed within 24 hours of notification through the three-year warranty period.

Village of Downers Grove

IV. BID/CONTRACT FORM

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

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

BIDDER:

SAUBER MFG Co.
Company Name

Date: 1/31/2020

10 N SAUBER RD.
Street Address of Company

Justin Fara @ SAUBER MFG. Com
Email Address

VIRGIL, IL 60151
City, State, Zip

Justin Fara
Contact Name (Print)

630-492-5008
Business Phone

N/A
24-Hour Telephone

N/A
Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

A.S. Hofer, H.R. Manager
Print Name & Title

ATTEST: If a Corporation

[Signature]
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: Elmhurst Public Works
 Address: 209 North York Street Elmhurst
 Telephone # (630) 530-3316
 Contact Name CHANEL CANON

Municipality Crystal Lake
 Address: 100 West Woodstock Street Crystal Lake
 Telephone # (815) 356-3700 + 4088
 Contact Name DON CHRISTENSEN

Municipality: DES PLAINES
 Address: 1111 Joseph J. Schwab Road Des Plaines
 Telephone # (847) 391-5477
 Contact Name RAIPH MAGAK

Municipality: ELGIN PUBLIC WORKS
 Address: 1900 Holmes Road ELGIN
 Telephone # (847) 931-5991
 Contact Name BOB LENHART

Municipality: GURNEE PUBLIC WORKS
 Address: 325 North O'PLANE ROAD GURNEE
 Telephone # (847) 599-6881
 Contact Name CRAIG LAMBRECHT

Municipality: HANOVER PARK PUBLIC WORKS
 Address: 2121 West Lake Street Hanover Park
 Telephone # (630) 372-4453
 Contact Name ROB GOUTH

Municipality _____
 Address: _____
 Telephone # _____
 Contact Name _____

Municipality _____
 Address: _____
 Telephone # _____
 Contact Name _____

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: SAUBER MFG CO
ADDRESS: 10 N SAUBER ROAD
CITY: VIRGIL
STATE: IL
ZIP: 60151
PHONE: 630 565 6000 FAX: N/A
TAX ID #(TIN): 36-3562453

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *[Signature]* DATE: 1/21/2020

BIDDER'S CERTIFICATION (page 1 of 3)

Village of Downers Grove

With regard to Utility Service Table Bidder Sauza Mfg Co hereby certifies
(Name of Project) (Name of Bidder)
the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
4. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: Justin FARR
Bidder's Authorized Agent

36-3562453

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 30 day of January,
2020.

[Signature]
Notary Public



Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of SAUBER MFG Co., and the full names of its Officers are as follows:

President: Jim SAUBER

Secretary: John SAUBER

Treasurer: AJ Hofer

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

(b) **Limited Liability Company (LLC)**

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) **Partnership**

Names and Addresses of All Members of Partnership:

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

BIDDER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

(d) **Sole Proprietor**

The Bidder or Supplier is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the state of

_____.

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

INSURER'S NAME _____

AGENT _____

Street Address _____

City, State, Zip Code _____

Telephone Number () _____

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

Print Name of Company: SAUBER MFG Co.

Print Name and Title of Authorizing Signature: Justin Frazer Sales Rep

Signature: [Handwritten Signature]

Date: 1/31/2020

Village of Downers Grove

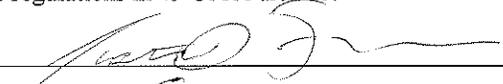
BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance	
The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.	
Signature	
Company Name	<u>SABER MFG Co.</u>
Title	<u>Sales Rep</u>
Date	<u>1/31/2020</u>

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

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

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

Village of Downers Grove

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: SAUBER MFG Co.

Address: 10 N SAUBER ROAD

City: VIRGINIA IL Zip Code: 60151

Telephone: (630) 492-5008 Fax Number: () N/A

E-mail Address: Justin.Farr@SAUBER.MFG.COM

Authorized Company Signature: 

Print Signature Name: Justin Farr Title of Official: Sales Rep

Date: 1/31/2020

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

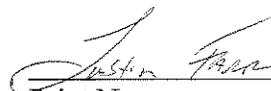
By signing the bid documents, Vendor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

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



Signature



Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

