

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
6/12/2018

SUBJECT:	SUBMITTED BY:
Bid - Specialty Winter Operations Services	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize award of a three-year contract for Specialty Winter Operations Services to Snow Systems of Wheeling, Illinois in the amount of \$323,977.50, which includes a 5% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The Village's winter snow and ice control operations span two fiscal years. The cost for the 2018/2019 snow season is approximately \$102,850. The budget for the 2018/2019 snow season includes approximately \$102,850 in the General Fund (Page 4-3, Line 18) for this contract.

RECOMMENDATION

Approval on the June 12, 2018 consent agenda.

BACKGROUND

The Village is responsible for snow and ice removal services for walkways within the downtown and at the three commuter rail stations. At the Main Street and Fairview Avenue commuter stations the Village is also responsible for clearing the platforms. These services are labor intensive, require specialized equipment that is used for a limited time, and have been subjected to increasing regulation related to safety and working close to the railroad tracks.

This is the third three-year contract for specialty winter operations services. In an effort to continue to provide a high level of service while best utilizing Village resources, this work was outsourced beginning in 2012. This allowed the Village to utilize its experienced equipment operators for the more skilled task of clearing roadways.

The contractor will provide all labor, equipment and materials needed to perform the work described by the contract including all de-icing chemicals. The contractor will be called for service by the on-duty Village Snow Supervisor based upon the forecasted weather conditions. The areas covered by this contract have been prioritized and all work is to be completed within eight hours of the end of each winter event. The contractor will have primary responsibility for maintaining conditions that minimize to the greatest degree possible pedestrian exposure to conditions that could result in slips, falls and associated injuries on icy, snowy or frozen

surfaces. Pre-storm anti-icing and minor de-icing of trouble spots at the train stations and in the downtown will continue to be handled in-house. In-house crews will also perform load-outs of snow if needed in these areas. The contract includes an hourly rate for equipment and personnel to haul snow from the downtown area if directed.

The following firm submitted a bid:

Service Provider	Bid Amount Per Event		
	2018-19	2019-20	2020-21
Snow Systems, Wheeling, Illinois	\$6,260	\$6,260	\$6,260

This contract assumes 20 snow clearing with salting events and 10 salting-only events per winter season. The yearly cost under this contract is approximately \$102,850 or \$6,260 per event: \$4,025 per each snow clearing with salting event and \$2,235 per each salting-only event. This contract price represents a 3.67% decrease in price from the prior contract.

Snow Systems has been providing snow and ice control services throughout the Chicagoland area for over 39 years. Snow Systems is equipped to handle large snow removal efforts that require multiple pieces of snow moving equipment (wheel loaders, skid steers, etc.). Their specialty is in corporate campuses, healthcare, intermodal, railroad, manufacturing plants, and big box retail over a three state region. They provided positive references from the City of Highland Park, Northeastern Illinois University, Navistar and Caterpillar.

ATTACHMENTS

Contract Documents
Contractor Evaluation

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**CALL FOR BIDS**

- I Name of Company Bidding: Snow Systems
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-21-2018/TT
- B. For: SPECIALTY WINTER OPERATIONS SERVICES
- C. Bid Opening Date/Time: April 19, 2018, 9 a.m. Public Works Facility
5101 Walnut Ave. Downers Grove, IL. 60515
- D. Pre-Bid Conference Date/Time: **Mandatory Pre-Bid April 11, 2018, 9 a.m.**
Public Works Facility
5101 Walnut Ave. Downers Grove, IL. 60515
- III. Required of All Bidders:
- A. Bid Bond/Deposit: \$30,000
- B. Letter of Capability of Acquiring Performance Bond: **Required**
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: **Required**
- B. Certificate of Insurance: **Required**

Legal Advertisement Published: April 2, 2018

Date Issued: April 2, 2018

This document comprises 35 pages

Return (1) **original** and (1) **CD or Flash Drive** of Bid in a **sealed envelope** marked with the Bid Number as noted above to :

THERESA H. TARKA
PURCHASING ASSISTANT
PUBLIC WORKS FACILITY
5101 WALNUT
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

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CALL FOR BIDS**Bid No.: CFB-0-21-2018/TT**

The VILLAGE OF DOWNERS GROVE P8BL; will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall 5101 Walnut 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 (1) original, and two (1) CD or Flash Drive 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 Public Works Facility will receive sealed Bids up to **April 19, 2018, 9 a.m.** .
- 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: Theresa Tarka, 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 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.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including

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any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

- 2.5 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 "Required" 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.

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 Department.
- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

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 or name 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 or name 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.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

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 Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. 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.

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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 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.

8.1.8.4 Reserved.

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. The Village reserves the right to divide the work and award it to more than one Bidder if it determines it is in the best interest of the Village to do so.

10. AWARD OF CONTRACT

10.1 The Contract will be awarded to that responsible Bidder(s) 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. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

12.1 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.

13. SECURITY FOR PERFORMANCE

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding

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company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

14. TAX EXEMPTION

- 14.1 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.

15. RESERVED RIGHTS

- 15.1 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 subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS

- 16.1 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.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish 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 Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted item.

II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

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

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19. USE OF VILLAGE'S NAME

- 19.1 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.

20. INSPECTION

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

21. DELIVERIES

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

22. SPECIAL HANDLING

- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor 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. Contractor 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.

23. COMPLIANCE WITH OSHA STANDARDS

- 23.1 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.

24. CERCLA INDEMNIFICATION

- 24.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

25. BUY AMERICA

- 25.1 The Contractor 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).

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25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

26. CAMPAIGN DISCLOSURE

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

26.2 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.

26.3 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.

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

27. BACKING PRECAUTIONS

27.1 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 Contractor or any subcontractor 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.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

28.1 The Village has and supports an overweight truck enforcement program. Contractors 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.

29. COPYRIGHT/PATENT INFRINGEMENT

29.1 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 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.

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30. INDEMNITY AND HOLD HARMLESS AGREEMENT

30.1 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 subcontractors, 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 subcontractors.

31. NONDISCRIMINATION

31.1 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, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 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. Secs. 12101 et. seq.

32. SEXUAL HARASSMENT POLICY

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

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and

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how to contact these entities; and

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

33. EQUAL EMPLOYMENT OPPORTUNITY

33.1 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:

33.2 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.

33.3 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.

33.4 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.

33.5 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 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.

33.6 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

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Department's Rules and Regulations.

- 33.7 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.
- 33.8 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 subcontractor. 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

34. DRUG FREE WORK PLACE

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

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.

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34.6 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.

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

35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

35.1 This section does not apply to this contract.

36. PREVAILING WAGE ACT

36.1 This contract is not subject to prevailing wages.

37. PATRIOT ACT COMPLIANCE

37.1 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.

38. INSURANCE REQUIREMENTS

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate

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*(Applicable on a
Per Project Basis)*

Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any

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insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.

- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

39. SUBLETTING OF CONTRACT

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

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

40. TERM OF CONTRACT

- 40.1 The term of this Contract will be until June 30, 2021 unless terminated sooner in accordance with paragraph 41.

Village of Downers Grove

41. TERMINATION OF CONTRACT

41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village. In the event of termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

42. BILLING & PAYMENT PROCEDURES

42.1 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

42.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

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

43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

43.1 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.

44. STANDARD OF CARE

44.1 Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.

44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to

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Bidder within one (1) year from the completion of Bidder's services for the Project.

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

45. SUCCESSORS AND ASSIGNS

- 45.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

46. WAIVER OF CONTRACT BREACH

- 46.1 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.

47. CHANGE ORDERS

- 47.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

48. SEVERABILITY OF INVALID PROVISIONS

- 48.1 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.

49. GOVERNING LAW

- 49.1 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.

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50. NOTICE

- 50.1 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.

51. AMENDMENT

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

52. COOPERATION WITH FOIA COMPLIANCE

- 52.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

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III. DETAILED SPECIFICATIONS**SPECIALTY WINTER OPERATIONS SERVICES****Scope of Work**

These terms and specifications are for snow and ice removal services for approximately 312,500 square feet of pedestrian walkways and other areas within the Village of Downers Grove. Services are to be performed in accordance with these specifications, under the direction of the Village of Downers Grove, Department of Public Works.

Award of Bid

Award of all or part: It is the Village's intent to award this bid to a single, responsive, responsible bidder with the lowest Total Base Bid. The Village reserves the right to make an award on all locations, or on any of the locations according to the best interests of the Village. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but must name a specific "service unit price" for each site location. The Village reserves the right to accept or reject any bid in which the bidder names a total price for all the locations without quoting a price on each and every location. The Village also reserves the right to split the bid among more than one bidder based on price and the Contractor's ability to provide the services outlined. If that awarded Contractor is not capable of providing the specified services, the Village reserves the right to either revoke the contract, or award it to the next lowest qualified bidder for the remainder of the contract term.

General Information and Objective

Work to be performed under this contract includes services for removal of snow and ice resulting from winter weather from pedestrian walkways and other areas at certain specific locations in the Village of Downers Grove. Work will be performed at the locations specified elsewhere in this document. The facility owner is the Village of Downers Grove, Department of Public Works, hereinafter referred to as the "Village" whose address is 5101 Walnut Ave., Downers Grove, IL 60515.

The Contractor will be responsible for prevention and removal of accumulated ice and snow, hereinafter referred to as "winter operations" at various Village of Downers Grove areas. These include three commuter rail stations and the downtown Downers Grove Central Business District (CBD). Specific descriptions of areas where services are to be provided are outlined further in this document and provided on service location maps. **The Contractor will provide all labor, equipment and materials needed to perform this work including all deicing chemicals.**

In general, the Contractor will provide the following services:

- Removal of snow and ice from sidewalks and other paved walking surfaces.
- Application of deicing chemicals as required by weather conditions to remove residual ice and snow and/or to prevent accumulations of ice and snow.

These services will be provided at the following locations:

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- Main Street Metra rail station. This location includes the north and south train platforms, kiss and ride areas, and sidewalks on Mochel Drive, and other areas shown on the maps. (55,900 square feet)
- Fairview Metra rail station. This location includes the north and south train platforms, pedestrian ramps, sidewalks on Fairview Avenue from Maple Avenue to Burlington Avenue, and other areas shown on the maps. (25,700 square feet)
- Belmont Metra rail station. This location includes the pedestrian walkways located between the north train platform and Burlington/Warren Avenue, and other pedestrian walkways shown on the maps. It does not include the platform itself. (50,200 square feet)
- Downtown Downers Grove Central Business District (CBD) as defined by the boundaries shown on the maps. (181,000 square feet)

Maps detailing all service locations are attached.

Service Details

Pedestrian walkway winter operations:

In the CBD snow and ice must be completely cleared from pedestrian walking surfaces, and must be completed on both sides of one block before moving to another block. There must be no windrows or other unreasonable impediments to the movements of downtown shoppers, visitors, and employees. When required, snow will be piled at locations indicated on the attached maps and as indicated by the Village.

At the Main Street and Fairview Metra stations snow and ice must be completely cleared from all pedestrian areas indicated on the service maps. Work at these locations includes areas under canopies, and other related locations. There must be no windrows or other unreasonable impediments to the movements of commuters and station users. Winter operations activities on the train platforms must be performed in accordance with Burlington Northern Santa Fe (BNSF) railroad and Federal Railway Administration safety policies. It will be the Contractor's responsibility to provide the required employee training and to obtain the required railroad insurance, permits and certifications. Information on securing a temporary occupancy permit from the BNSF can be found here, <http://www.bnsf.com/about-bnsf/faqs.html>. Following heavy snow events snow must not be pushed onto the tracks. When required, snow must be piled by the contractor at locations indicated on the attached maps and as indicated by the Village.

At the Belmont Metra rail station snow and ice must be completely cleared from all pedestrian areas indicated on the service maps. There shall be no windrows or other unreasonable impediments to the movements of commuters. Winter operations on the train platforms at this facility are not part of this contract. When required, snow will be piled at locations indicated on the attached maps and as indicated by the Village.

Contractor Qualifications

To be considered qualified to perform this work the Contractor must be able to demonstrate having provided specialty winter operations services to similar municipal, commercial, or institutional customers (preferably municipal) for at least five (5) years. These references will include the customer name, location description and size of the facilities where services have been provided,

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description of the services that were provided, and a current telephone number and e-mail address for customer contact person. In general, "similar" should be construed to mean customers/clients with high service expectations who are responsible for facilities with high volumes of pedestrian and vehicle traffic which would lead to significant liability exposure resulting from the quality of the walking and driving surfaces that are present. The ultimate determination of whether a client reference is similar will lie with the Village.

"Zero-Tolerance"

The Contractor will be responsible for maintaining conditions that minimize to the greatest degree possible pedestrian exposure to conditions that could result in slips, falls, and associated injuries on icy, snowy, or frozen surfaces. Zero tolerance will apply to all areas.

Supervision and Communication

The Contractor must provide the Village with the name and phone number of the supervisor for this contract. The Contractor's supervisor must be in the employ of the Contractor, and be familiar with all activities pertaining to work performed under this contract. The Supervisor must be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Village. The supervisor or an equivalent designee will be on-site during every winter operations event. This responsible person must be available in the Village's designated work areas at all times the Contractor's employees are present. The responsible person must not be assigned to other clients.

The Contractor must provide twenty-four (24) hour communications and response services throughout the entire snow removal season. Messages or pages left by the Village must be responded to within one-half (1/2) hour of the time of placement (notification). Failure to respond to calls may result in penalties or nullification of the Contract between the Village and Contractor.

Work scheduling and completion

Scheduling and completion of work must be based on the following priorities:

General Priority

Winter operations must be completed within eight (8) hours of the end of a winter weather event.

Priority 1

Completion of winter operations at the commuter rail stations by 4:30 a.m. for overnight winter events and by 4:30 p.m. for daytime events.

Priority 2

Clearing of CBD sidewalks by 6:00 a.m. at locations adjacent to early morning businesses such as bakeries, coffee shops, and breakfast restaurants, and by 8:00 a.m. at all other locations.

Should operations require additional time, the Contractor shall contact the Village's on-duty snow manager to request an extension. The Village may grant an extension in its sole discretion.

The Contractor must be on-site and begin operations within one (1) hour of responding to notification from the Village. Failure of the Contractor to have employees on-site within this time frame may result in assessment of liquidated damages or nullification of the contract between the

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Village and Contractor. The Contractor must contact the Village's on-duty snow manager to confirm arrival on-site.

Work cycles

Work will be paid for based on one cycle through each of the designated work areas. Each cycle will consist of one complete pass through a designated area as required to remove fallen snow or to apply the appropriate winter chemical on all of the surfaces in the area. Application of winter chemicals will be included as an integral element of the snow removal process. Application of chemicals not associated with snow removal, such as for treatment of black ice, freezing rain, or anti-icing are listed as separate services.

It is understood that multiple cycles may be needed to deal with some winter events. The Contractor's responsible person must contact a Village supervisor prior to dispatching any crews to deal with a winter event to obtain authorization to proceed. Authorization from a Village supervisor must be received prior to the commencement of subsequent work cycles.

The Contractor will be responsible for documenting all contacts with Village supervision. The date and time of each contact as well as the names of the parties involved and the work authorization that was agreed upon will be logged. At the end of each event, the Contractor's contact and authorization forms must be signed by a Village Supervisor acknowledging agreement on the services that were provided. Copies of these forms must accompany each pay request.

Blizzard Conditions

For snow events that result in more than eight (8) inches of snow accumulation, the Contractor must complete the work under this contract using an hourly rate. The Contractor must provide an hourly rate for equipment such as Trackless tractors, skid steers and front end loaders, including an Operator that may be needed to handle large snow fall amounts. The Contractor must also provide an hourly rate for shovelers.

Deicing and anti-icing chemicals

All chemicals and their application rates must be approved by the Village prior to their use. Generally, the use of chloride chemicals will be discouraged. Chlorides may be allowed on certain brick paver, asphalt, and well aged concrete surfaces. Chlorides cannot be applied to any concrete surfaces that are less than five (5) years old and without prior authorization from the Village.

Equipment

All equipment and vehicles used by the Contractor shall be maintained and in good working mechanical condition and where applicable, said equipment must have valid insurance, State of Illinois registration, and State of Illinois vehicle safety sticker. The Village reserves the right to accept any or all equipment submitted by the Contractor. At a minimum, the Contractor shall have equipment at its disposal which will include the following:

- Two Toro Groundsmaster 7200 Polar Trac System machines
- One Kubota RTV utility vehicle with snow plow and salt spreader
- Multiple pickup trucks with snow plows
- Multiple skid steer loaders with blades and/or buckets

Village of Downers Grove

- Snow blowers, shovels, and walk-behind salt spreaders

Equipment safety requirements

All equipment to be used for deicing and snow removal operations shall be equipped with an amber warning light mounted on the top of the cab or at a location clearly visible from all sides of the unit. All vehicles and equipment must be clearly marked to properly identify the snow removal company.

Pre-Season meeting

The Contractor who is awarded this bid will meet with the Village's representatives at a mutually agreeable date and time between October 25 and November 10 each year, prior to the start of winter operations season. At that time, the Village and Contractor will discuss work activities for the upcoming winter and review all work areas to identify and review any conditions that would be of concern to either party. These concerns will be documented by the Contractor along with the resolution agreed upon with the Village. A copy of that document will be furnished to the Village by November 20 of that year.

Bid pricing/Payment for services

Bidders will provide separate pricing for each of the following services:

1. Main Street Metra station snow removal and chemical application
2. Main Street Metra station winter chemical application only without snow removal
3. Fairview Metra station snow removal and chemical application
4. Fairview Metra station winter chemical application only without snow removal
5. Belmont Metra station snow removal and chemical application
6. Belmont Metra station winter chemical application only without snow removal
7. Downtown CBD snow removal and chemical application
8. Downtown CBD winter chemical application only without snow removal

Contract award will be based on the Village's established budget.

As stated previously, it is understood that some winter events will require multiple cycles through each area in order to achieve the desired surface conditions. Payment for services will be based on the number of service cycles provided by the Contractor as agreed upon with the Village. For example, a given winter event may begin with the application of deicing agents in all specified service areas followed by three snow removal cycles through the CBD, two snow removal cycles at the rail stations, and additional winter service cycles provided.

Site inspection and Bidders' responsibilities

Contractors who desire to bid on this work must thoroughly investigate the attached maps detailing where the work is to take place. Site investigation is the responsibility of the Contractor.

Each Contractor will be responsible for determining the quantities of work that need to be performed and the resources needed to do that work. A bidder's inability or failure to accurately estimate the quantities of work or resources required does not relieve him of any responsibility detailed herein,

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nor will he be allowed any additional compensation for his failure to be informed, errors in his interpretation, or conclusions drawn regarding actual site conditions.

Liquidated Damages

Time is of the essence to the performance of this work. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for Each Hour of Overrun in Contract Time: \$100/hour

Performance and Payment Bonds

Prior to execution of the contract, the awarded Contractor shall be required to obtain Performance and Payment Bonds as per Section 13 in the General Terms and Conditions.

Storage of Equipment and Materials

If the Contractor desires to store its equipment and materials used to perform work on behalf of the Village within Downers Grove, and has no place of its own, or under lease agreement, the Village may provide said space on its property located at 700 Curtiss Street, with the proviso that the Contractor must hold the Village harmless for any loss or damages that may be associated with the privilege of storing said equipment and materials on Village property. Under these circumstances, the Village will not be responsible for assuring security of the designated site, and the Contractor will be responsible for abiding by rules set forth by the Village. This privilege may be immediately rescinded by the Village if, in the sole determination of the Village, the Village finds that the Contractor has failed to abide by the Village's regulations.

Questions

All questions concerning the Bid shall be submitted in writing at least **five business days** prior to the Bid due date via fax (630-434-5571) to the attention of Terri Tarka, or email ttarka@downers.us. A written response in the form of an addendum may be issued as appropriate. No contact with the Downers Grove Department of Public Works shall be made during the Bid process.

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:

SNOW SYSTEMS
Company Name

Date: 5/24/18

Company Name

STACEY@SNOWSYSTEMS.COM
Email Address

600 N. WOLF CT.
Street Address of Company

STACEY HINSON
Contact Name (Print)

Street Address of Company

Wheeling, IL 60090
City, State, Zip

Contact Name (Print)

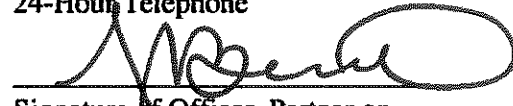
City, State, Zip

847.947.1499
24-Hour Telephone

847.947.1502
Business Phone

24-Hour Telephone

Business Phone



847.808.7887
Fax

Signature of Officer, Partner or Sole Proprietor

Fax

J. Biebrach, President
Print Name & Title

Print Name & Title

ATTEST: If a Corporation



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.

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IV. BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

UNIT PRICE WORKSHEET

Line Item	Description	Unit Price
1	Main Street Metra station snow removal With Chemical Application	\$ 760.00
2	Main Street Metra station winter chemical application. No Snow Removal	\$ 470.00
3	Fairview Metra station snow removal With Chemical Application	\$ 420.00
4	Fairview Metra station winter chemical application. No Snow Removal	\$ 295.00
5	Belmont Metra station snow removal With Chemical Application	\$ 745.00
6	Belmont Metra station winter chemical application. No Snow Removal	\$ 385.00
7	Downtown CBD snow removal With Chemical Application	\$ 2,100.00
8	Downtown CBD winter chemical application. No Snow Removal	\$ 1,085.00

TOTAL BASE BID: \$ 6,260.00
(Lines 1-8)

Contract Term: Three Years

Increase Year 2: 0 %

Increase Year 3: 0 %

Contract Expiration Date: June 30, 2021

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IV. BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

TIME AND MATERIAL RATES

Line Item	Service or Equipment Item	Unit Price (per Hour)
1	4x4 Pickup Truck w/8' Plow	\$ <u>110.00</u>
2	3-4 Yard Rubber Tire Loader	\$ <u>195.00</u>
3	Skid Steer	\$ <u>110.00</u>
4	Hand Laborer w/ Snow Blower	\$ <u>45.00</u>
5	Hand Laborer/Shovelers	\$ <u>42.00</u>
6	Trackless Tractor w/Plow	\$ <u>160.00</u>
7	10-12' Snow Pusher	\$ <u>20.00</u>
8	14-20' Snow Pusher	\$ <u>30.00</u>
9	Tractor Mounted Snow Blower	\$ <u>90.00</u>
10	Snow Melter	\$ <u>1,200.00</u>
11	18 Cubic Yard Dump Truck	\$ <u>140.00</u>

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MUNICIPAL REFERENCE LIST

Municipality: Northeastern Illinois University
 Address: 5500 N. St. Louis Avenue, Chicago, IL 60625
 Telephone # 847-331-7848
 Contact Name James Jagiello; j-jagiello@neiu.edu

Municipality City of Highland Park
 Address: 1150 Half Day Road, Highland Park, IL 60035
 Telephone # 847-926-1147
 Contact Name Nick Day; nday@cityhpil.com

Municipality: Village of Downers Grove
 Address: 5101 Walnut Ave, Downers Grove, IL 60515
 Telephone # 630-434-5474
 Contact Name Stan Balicki; sbalicki@downers.us

Municipality: Navistar
 Address: 2701 Navistar Drive, Lisle, IL 60532
 Telephone # 331-332-6262; mike.jastreboski@navistar.com
 Contact Name Mike Jastreboski

Municipality: CSX Intermodal Facilities
 Address: 7000 W. 71st Street, Bedford Park, IL 60638
 Telephone # 708-563-3939; jack_smith@csx.com
 Contact Name Jack Smith

Municipality: Vantage Oleochemicals
 Address: 4650 S. Racine, Chicago, IL 60609
 Telephone # 773-579-5863; jason.bettenhausen@vantagegrp.com
 Contact Name Jason Bettenhausen

Municipality Caterpillar Joliet
 Address: 2200 Channahon Road, Joliet, IL 60436
 Telephone # 815-729-6259; apostolou_anthony_m@cat.com
 Contact Name Anthony Apostolou

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: Snow Systems
 ADDRESS: 600 N Wolf Court
 CITY: Wheeling
 STATE: IL
 ZIP: 60090
 PHONE: 847-808-7800 FAX: 847-808-7887
 TAX ID #(TIN): 36-3769318

(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
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation**
- Government Agency

SIGNATURE: [Signature] DATE: April 17, 2018

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)
Specialty Winter Operations

With regard to Services CFB-0-21-2018/TTBidder Snow Systems 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: [Signature]
Bidder's Authorized Agent

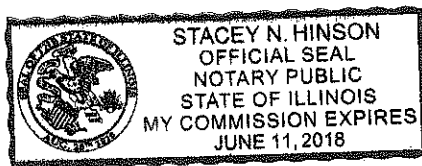
3 6 - 3 7 6 9 3 1 8

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 24 day of April

2018
[Signature]
Notary Public



Village of Downers Grove

BIDDER'S CERTIFICATION (page 2 of 3)

(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 Snow Systems, and the full names of its Officers are as follows:

President: J. Biebrach

Secretary: J. Biebrach

Treasurer: J. Biebrach

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) Partnership

Signatures 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 _____.

(c) 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 _____.

Village of Downers Grove

BIDDER'S CERTIFICATION (page 3 of 3)

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

INSURER'S NAME Capitol Specialty Insurance

AGENT Oaklane Insurance Agency

Street Address 333 Highway 83, Suite 200

City, State, Zip Code Mundelein, IL 60060

Telephone Number (847)393-7922

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: Snow Systems

Print Name and Title of Authorizing Signature: J. Biebrach - President

Signature:  _____

Date: April 17, 2018

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 Snow SystemsTitle PresidentDate April 17, 2018***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. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the 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: Snow Systems

Address: 600 N Wolf Court

City: Wheeling Zip Code: 60090

Telephone: (847) 808-7800 Fax Number: (847) 808-7887

E-mail Address: stacey@snowsystems.com

Authorized Company Signature: 

Print Signature Name: J. Biebrach Title of Official: President

Date: April 17, 2018

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

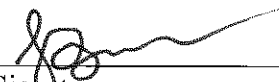
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

J. Biebrach
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



Village of Downers Grove

Contractor Evaluation

Contractor: Snow Systems

Project: Specialty Winter Operations Services

Primary Contact: Stacey Hinson Phone: 847-947-1502

Time Period: 2015-2018

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed): None.

Difficulties / Positives:

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewer: Stan Balicki, Assistant Director of Public Works – Operations

Date: May, 2018