

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**5/17/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - 2022 Pavement Striping Maintenance	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for pavement marking striping maintenance to Superior Road Striping, Inc., in the amount of \$45,000.00.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY22 budget includes \$45,000 for this project in the Capital Projects Fund.

**RECOMMENDATION**

Approval on the May 17, 2022 consent agenda.

**BACKGROUND**

The Village has over 26 miles of thermoplastic pavement markings comprised of stop bars, centerlines, lane lines and edge lines in addition to symbols such as left and right turn arrows. Over time they wear and require replacement due to normal weathering, traffic, snow plowing and construction activities. Staff's observations indicate that the average life of thermoplastic pavement markings in the Village is approximately four years.

This project is recommended to be completed through a cooperative purchasing contract with the Suburban Purchasing Cooperative in accordance with the provisions of the Village Purchasing Policy.

Staff recommends award of this contract to Superior Road Striping, Inc.

**ATTACHMENTS**

Contract Documents

# VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: May 17, 2022  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize a contract for pavement marking services to Superior Road Striping, Inc. in an amount not to exceed \$45,000.



**SUMMARY OF ITEM:**

Adoption of this motion shall authorize a contract for pavement marking services to Superior Road Striping, Inc. in an amount not to exceed \$45,000.

**RECORD OF ACTION TAKEN:**

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# *A Joint Purchasing Program For Local Government Agencies*

March 4, 2022

Ms. Joan Yario  
Superior Road Striping  
1967 Cornell Court  
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the first of three (3) possible, one-year contract extensions of the SPC 2022 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #201) to Superior Road Striping, Melrose Park with no price increases. The SPC reserves the right to extend the contract for up to two (2) additional one-year terms upon mutual agreement on a negotiated basis.

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB  
NWMC Purchasing Director

Name: Ellen Dayan

3/4/22  
Date

Name: Joan Yario

3-7-22  
Date

*DuPage Mayors &  
Managers Conference*  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

*Northwest Municipal  
Conference*  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan  
Phone: (847) 296-9200  
Fax: (847) 296-9207

*South Suburban Mayors  
And Managers Association*  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

*Will County  
Governmental League*  
15905 S. Frederick Street  
Plainfield, IL 60586  
Cherie Belom  
Phone: 815-254-7700



**REQUEST FOR PROPOSAL (RFP) #201**

**Selection of a Vendor to Provide**

**Thermoplastic Lane Marking Material & Labor**

**And Modified Urethane Pavement Marking**

**Initial Release Date: March 15, 2021**

**Suburban Purchasing Cooperative  
Request for Proposal #201  
2021 Thermoplastic & Modified Urethane Pavement Road Marking Program**

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**Suburban Purchasing Cooperative  
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**Proposals due no later than Wednesday, March 30, 2021**

**Time: 1:30 P.M.**

**1.0 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Suburban Purchasing Cooperative (SPC) will receive proposals by the set date and time for the joint purchase of **Thermoplastic Lane Marking**.

The general terms and conditions that follow apply to all Bid Requests and Bids accepted by the Suburban Purchasing Cooperative (SPC) unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. Submission of a Bid assumes that the Bidder has become familiar with all conditions and intends to comply with them unless otherwise noted.

The award for these Bids goes to the lowest responsive, responsible Bidder unless SPC decides it is in its best interest to do otherwise.

**1.1 DEFINITIONS:**

"Bidder(s)" means that individual, partnership or legal entity that submits a Bid in response to one or more Bid Requests by SPC.

"Bid(s)" means an offer or proposal tendered in response to a Bid Request.

"Bid Requests" means one or more requests for proposal ("RFP"), request for quote ("RFQ") or invitation for bids ("IFB"), issue or made by SPC.

"Contract" means these general terms and conditions, the terms and conditions of the applicable Bid Requests, and the terms of the applicable successful Bid.

"Contractor" means the successful Bidder of a Bid Request as determined by SPC pursuant to the terms hereof.

**1.2 SUBMISSION OF BIDS**

All Bids must be typed and submitted on the forms provided or formats specified in the Bid Request documents. All documents must be properly signed, typed in the proper spaces, and delivered via email to [rfps@nwmc-cog.org](mailto:rfps@nwmc-cog.org) since our office is closed due to COVID 19. **Emails must be received by 1:30 PM Wednesday March 31, 2021 for a remote bid opening that will be conducted over Zoom.** *The following information must appear on the title line of the email: Bidder's name, SPC RFP name & number, date of Bid Request opening and hour designated for Bid Request opening as shown in the notice.*



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Bidders shall also mail a copy of their bid to: Northwest Municipal Conference, Attn.: Ellen Dayan, Purchasing Director, 1600 E. Golf Road, Suite 0700, Des Plaines, IL 60016. Since the office is closed at this time, bids may not be dropped off in person.

Any bidder debarred by the State of Illinois Department of Labor (IDOL) or previously debarred by Suburban Purchasing Cooperative (regardless of being pre-qualified by IDOT) will not be allowed to bid according to the terms in Special Conditions 2.31 DEBARMENT.

Bidders must quote on all items appearing on the "MATERIAL PROPOSAL." Failure to bid on an item may disqualify bids. Bids presented in terms other than those described on the MATERIAL PROPOSAL may disqualify bid.

**1.3 INVESTIGATION AND INTERPRETATION OF BID REQUEST DOCUMENTS**

It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid Request. This includes, but is not limited to, a review of: the Instructions to Bidders, Special Provisions, General Conditions, Specifications, Plans, Drawings, Attachments, Contract, and Bond Requirements. No plea of ignorance by the Bidder of conditions that exist, or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of SPC or the compensation to the Bidder.

It is the responsibility of all Bidders to examine the entire Bid Request package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a Bid.

All stated quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. Quantities are given as a basis for comparison of Bids to determine the awarding of the Contract. SPC does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. By its submission of a Bid, the Bidder accepts that the quantities stated are estimates only and agrees that SPC will not be bound to such estimate. SPC reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of SPC.

Any interpretation, correction or change of the Bid Request will be made by addendum. Interpretations, corrections and changes to the Bid Request documents made in any other manner will not be binding. The Bidder shall not rely upon verbal interpretations, corrections, and changes, and should submit its inquiry in writing, via e-mail, to the Purchasing Director at [edavan@nwmc-cog.org](mailto:edavan@nwmc-cog.org) and request written clarification in the form of an addendum. All addenda will be emailed to prospective bidders. IT IS THE

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RESPONSIBILITY OF THE BIDDER TO CHECK WITH THE PURCHASING DIRECTOR VIA E-MAIL FOR THE MOST CURRENT AMENDMENTS.

The Purchasing Director will not be responsible for verbal clarifications, and if any are provided, they shall not be binding upon SPC.

Negligence in preparing a Bid confers no right of withdrawal after such time that a Bid is accepted.

All work must be performed according to manufacturer's stated recommendations. If those recommendations conflict with any of the stated specifications, those issues should be addressed in writing to the Purchasing Director prior to submitting a Bid. If the manufacturer's recommendations include required services not listed within the specifications, those required services must be considered as part of SPC's requirements and specifications, and proposals should include said manufacturer's recommended services. In addressing issues, they should be in writing, addressed to the Purchasing Director prior to submitting a Bid. Question for the Purchasing Director can be submitted via email.

All work to be performed shall be consistent with, and conform to, the prevailing industry performance standards.

Any reference in a Bid Request to a manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended only to indicate articles that will be satisfactory, and is not intended to restrict competition. Bids on other makes and catalog numbers will be considered, provided each Bidder clearly states exactly what is proposed to be furnished. Unless so stated in the Bid, it shall be understood that Bidder intends to furnish items identified and does not propose to furnish an "equal". The Purchasing Director hereby reserves the right to approve as an "equal," or to reject as not being an "equal," any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but which may substantially comply therewith.

Bidders who want to Bid on items that deviate from the Bid Request's specifications, which they believe are equivalent, may submit alternative Bids. However, **ALTERNATIVE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The alternative Bid must be accompanied by complete specifications, drawings, etc., and shall be delivered or electronically transmitted to that individual identified in the Bid Request. Bidders wishing to submit a secondary Bid must submit it as an alternate Bid. Only one Bid per envelope or online submission. Only one alternate Bid may be submitted by a Bidder.

SPC shall be the sole, exclusive and final judge, unequivocally, about whether any substitute is of equivalent or of better quality. SPC's decision in such matter is final,

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shall be binding upon the Bidder, and will not be subject to review or appeal by any person, firm or corporation. When descriptive literature, catalogs, or other attachments are in conflict with the Bid Request, the language in the bid document will prevail.

**1.4 CORRECTIONS TO BID REQUESTS**

Bidders shall promptly notify SPC of any ambiguity, inconsistency, or error which they may have discovered upon examination of the Bid Request, provided they are discovered prior to the opening of the Bid. Interpretations, corrections, and changes to the Bid Request will be made by addendum only. Interpretations, corrections, or changes made in any other manner will not be binding.

**1.5 RECEIPT OF BIDS**

Emailed Bids must be received by SPC before the designated date and time, and will be kept secure and unopened until the designated date and time. No Bid received after the Bid Request opening date and time will be considered.

**1.6 LATE BIDS**

No Bid which is received after the Bid Request opening date and time specified will be opened or considered. Bids arriving after the specified date and time, whether sent by email, mail, courier, or in person, will not be accepted. These Bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery despite the methods used. Mailed Bids that are delivered after the specified date and hour will not be accepted despite post-marked time on the envelope.

**1.7 BIDS BY FAX OR EMAIL**

Facsimile machine transmitted bids/proposals will not be accepted, nor will the SPC transmit Bid Request documents to prospective Bidders by way of a facsimile machine. Bids will only be accepted by email at [rfps@nwmc-cog.org](mailto:rfps@nwmc-cog.org).

**1.8 CATALOGS & PRODUCT INFORMATION**

Each Bidder shall submit, where necessary, or when requested by the Purchasing Director, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished. Failure to provide such information as required may result in Bid disqualification.

**1.9 COMMUNICATION AND NOTICES REGARDING THE BID REQUEST**

Any communications regarding the Bid Request should be made by e-mail or other written communication, directed to the Purchasing Director at [edayan@nwmc-cog.org](mailto:edayan@nwmc-cog.org). All notices from the Purchasing Director shall be given in writing via email. It is the Bidder's sole responsibility to check with the Purchasing Director for communication and notices.

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**1.10 QUOTED PRICES**

- A.** All quoted prices contained in a Bid Proposal shall be binding upon the Bidder if such Bid is accepted by SPC as the winning Bid. All such quoted prices shall be deemed incorporated into and made a part of the Contract by reference. Product costs are based on Bidder's Bid price and shall represent the entire cost in accordance with the Bid Request specification documents and once a Bid is awarded no subsequent claim will be recognized for any increase in wage scales, material prices, cost indexes, or any other rates affecting the industry or the project during the term of the Contract.
- B.** Unit prices shall be shown for each unit on which there is a Bid. The unit price will govern in cases of inconsistencies and it will be extended to reflect the correct total price. Unit and/or extended prices will not include any freight, shipping, handling charges or taxes. If applicable, freight and/or shipping charges should be shown as a separate line item.
- C.** Contractor guarantees product costs against any increases from date the Contract is accepted and Bidder's Bid is executed.
- D.** Contractor agrees to share cost reductions with SPC. If prices are decreased, SPC contract participants will be credited for the difference in cost for all material ordered within 60 days of the date of the price decrease. All unshipped products will be billed at the lower cost.

**1.11 DISCOUNTS**

Bidders shall provide prompt payment discounts as set forth in the Bid Request. When cash discounts are offered, the discount date shall be figured from the date of receipt or invoice to SPC contract participants, whichever is later. Prompt payment discounts may be a consideration in the award of the Contract.

**1.12 WITHDRAWAL OF BIDS**

Bids may be withdrawn at any time prior to the scheduled Bid Request opening or cutoff date. Requests to withdraw a Bid shall be in writing, properly signed and received by the Purchasing Director prior to the Bid Request opening.

Bids may not be withdrawn after the Bid Request cutoff date or opening without the approval of the Purchasing Director. After the opening, the Bidder cannot withdraw or cancel its Bid for a period of sixty (60) calendar days.

**1.13 CONSIDERATION OF BID**

SPC reserves the right not to award a Contract to any person, firm or corporation that is in arrears or is in default to SPC, or any of its contract participants, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to SPC or had failed to perform faithfully any previous contract with SPC or any of its entities.

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The Bidder, if requested, shall present, within 48 hours, evidence satisfactory to SPC of performance ability and possession of necessary facilities, financial resources and adequate insurance to comply with the terms of the Bid Request specifications and Contract documents.

**1.14 AWARD OR REJECTION**

SPC reserves the right to reject and/or award any and all Bids or parts thereof and to waive formalities and technicalities according to the best interest of SPC.

SPC will accept one or more of the Bids or reject all Bids within sixty (60) days or within ninety (90) days where approval by other agencies is required, from date of opening of Bids, unless the lowest responsive Bidder, upon request of SPC, extends the time of acceptance.

Any Bid submitted will be binding for twelve (12) months after the date of the award unless otherwise noted.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the Bid Request. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of SPC of the compensation to the Contractor.

**ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY SPC TO BE INCLUDED.**

Under the conditions of the Uniform Commercial Code, the signing of the Bid by the Bidder constitutes an "offer". If approved by SPC Governing Board, the Bid becomes part of a Contract.

**1.15 TIE BIDS**

A tie bid exists when two or more bidders offer products and/or services that meet all specifications, terms and conditions at identical prices, including discounts offered. In such case, a tie bid will be broken by the following methods in descending order of preference:

- A. The bids shall be re-bid with the lower bid receiving the contract.
- B. If there are still tied bidders, then a coin toss by the NWMC Purchasing Director shall decide the bidder to whom the contract shall be awarded. Tie bidders shall be offered the opportunity to attend the coin toss but need not be present.

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**1.16 TAXES**

SPC is exempt by law from paying Federal, State and Village Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. Each participating entity will supply the Contractor with their purchaser's tax exempt numbers.

**1.17 CONTRACT ALTERATIONS**

No amendment of a Contract shall be valid unless made in writing and signed by SPC and Contractor(s).

**1.18 REQUIREMENTS OF SUCCESSFUL BIDDER**

The successful Bidder, within ten (10) days after notification of the award shall: (a) enter into a Contract in writing with SPC covering all matters and issues as are set forth in the Bid Request specifications; and (b) carry insurance acceptable to SPC covering public liability, property damage and worker's compensation, or performance bond and payment bonds when required.

**1.19 COMPLIANCE WITH ALL LAWS**

All work under the Contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

**1.20 NON-ASSIGNABILITY**

The Contractor shall not assign the Contract, or any part thereof, to any other person, firm or corporation without the previous written consent of SPC Governing Board. Such assignment shall not relieve the Contractor from its obligations, or change the terms of the Contract.

**1.21 INDEMNITY**

The Manufacturer shall indemnify, save harmless and defend SPC, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense SPC may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of or relating to any act, omissions or the operations of Manufacturer under the Contract, including operations of its employees and subcontractors, and the Manufacturer shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against SPC in any such action, the Manufacturer shall, at its own expense, promptly satisfy and discharge same. The Manufacturer expressly understands and agrees that any performance bond or insurance protection required by a Contract, or otherwise provided by Manufacturer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend SPC as herein provided.

It is the Manufacturer's responsibility to assure that all products comply with all federal, state and local laws and regulations affecting the manufacture, distribution and labeling of merchandise.

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Manufacturer is required to take full responsibility for their products and protect SPC from any claims or lawsuits which may occur as a result of the use of their product(s) by SPC contract participants.

Manufacturer agrees to indemnify, defend and save SPC, its contract participants and all users of the product(s) harmless from any and all claims, actions, lawsuits, liabilities, losses, damages, costs and expenses (including attorney's fees) arising from or alleged to arise from any or all of the following:

- A. Actual or alleged infringement of any patent, trademark, copyright or any similar right, or any claim of unfair competition in connection with the product and shall promptly notify SPC thereof;
- B. Actual or alleged death or injury to any person, damage to any property or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in the product, whether latent or patent, including actual or alleged improper construction or design of the products or the failure of the products to comply with specifications or any express or implied warranties of the Manufacturer; and
- C. Actual or alleged violation by the products, or their manufacture, possession, use or sale, of any law, statute or ordinance or any governmental administrative order, rule or regulation.
- D. All agreements of indemnity herein shall survive acceptance of product and termination of the Contract.

## 1.22 INSURANCE

In submission of a Bid, the Bidder is certifying that it has all insurance coverage required by law or would normally be expected for Bidder's type of business. In addition, the Bidder is certifying that the following minimum is in place:

<u>Type of Insurance</u>	<u>Liability Limits Each Occurrence</u>	<u>Liability Limits Aggregates</u>
General:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Contractual Liability:		
Broad Form	\$1,000,000	\$2,000,000
Automobile:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

The insurance must include non-owned, hired or rented vehicles, as well as owned vehicles.

Insurance: Insurance Company must have a Best Rating of AV or better.

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Workers Compensation  
Employer's Liability

Statutory for Illinois  
\$1,000,000

It is required that the Contractor supplies SPC a certificate evidence of insurance.

**Note:** The Bid Request specifications may require higher limits or additional types of insurance coverage than showed above and the Contractor may be required to furnish a certificate of proof of insurance coverage.

The Contractor agrees to grant SPC an "additional insured" status on all applicable insurance policies and said policies will not be canceled unless SPC is provided a thirty (30) day prior written notice. Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from Contractor's, its employees or subcontractor's acts, omissions or operations under the Contract. If so required by the Bid Request, the Contractor shall have all of its contract participants added as "additionally insured" on all applicable insurance policies.

A new Certificate of Insurance and Broad Form Vendor's Endorsement must be provided to SPC each year prior to the expiration of the Product Liability policy. This annual obligation remains in force for as long as Contractor continues to offer products or services under the Contract.

### **1.23 NON-DISCRIMINATION**

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1 – 101, et seq. (2000), as amended, and any rules and regulations promulgated in accordance therewith, including but not limited to, the Equal Employment Opportunity Clauses, 5 Il. Admin. Code § 750A. The Contractor shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/01 et seq. (2000), as amended.

It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate or classify their employees or applicants for any individual or employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq. (2000), as amended.



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**1.24 DEFAULT**

In case of default by the Contractor, SPC will procure articles or service from other sources and hold the Contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

SPC may terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Contractor fails to make delivery of materials or to perform services within the time specified in this proposal; or
- B. Fails to make progress so as to endanger performance of the Contract, or
- C. Fails to provide or maintain in full force and effect, the liability and indemnification coverage if required.

**1.25 SPECIAL CONDITIONS**

Wherever special conditions are written into the Bid Request specifications or special provisions which are in conflict with conditions stated in the instructions to Bidders, the conditions stated in the specifications or special provisions shall take precedence.

**1.26 FAVORED NATIONS CLAUSE**

In the event the Contractor introduces a program with more favorable terms than those available to customers of similar status to SPC or its contract participants, the Contractor shall immediately make that program available to SPC and its contract participants.

**1.27 PERMITS AND LICENSES**

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract.

**1.28 REGULATORY COMPLIANCE**

The Contractor shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery if any toxic substance is contained in the product per Public Act 83-240, OSHA standards or any other applicable law.

All applicable portions of the Uniform Commercial Code shall govern the Contract between the Contractor and SPC.

**1.29 SPECIAL HANDLING**

Prior to delivery of any material which 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.

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**1.30 SPC PRICING FOR NON-PROFIT AGENCIES**

The Contractor shall submit SPC pricing to any non-profit agency that is approved by SPC. In addition, it must be clearly designated and presented as SPC pricing.

**1.31 ADDENDA**

Addenda are written instruments issued by SPC prior to the date for receipt of Bids which modify, or interpret the Bid Request by addition, deletions, clarifications, or corrections.

Prior to the receipt of Bids, addenda will be emailed to prospective bidders. IT IS UP TO THE BIDDER TO CHECK WITH THE PURCHASING DIRECTOR FOR THE MOST CURRENT AMENDMENTS.

**1.32 FORCE MAJEURE**

Neither party shall be liable for any delays in performance caused by Acts of God, civil or military authority, fires or other circumstances beyond their reasonable control.

**1.33 JURISDICTION**

Finally, the parties agree that the Contract is subject to and shall be interpreted under the internal laws of the State of Illinois, without regard to its conflict of laws provision. By executing the Contract, both parties agree to be subject to the jurisdiction of the courts of the County of Cook in the State of Illinois. The parties also agree that should any litigation be commenced between the parties concerning any provision of the Contract or the rights and duties hereunder, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in such proceeding, to reasonable sum from the non prevailing party for attorneys' fees.

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**2.0 SPECIAL CONDITIONS**

**2.1 INTENT**

The intent of this Request for Proposal (RFP) as it is issued by the Suburban Purchasing Cooperative (SPC) is to secure pricing quotations from qualified vendors as it relates to the procurement and delivery of material and labor for Thermoplastic Lane Marking under the joint purchasing program. The SPC does not guarantee any quantities purchased associated with this RFP. No additional compensation will be allowed to the awarded vendor for any adjustments of quantities.

The SPC represents over 142 municipalities and townships in the Chicago land region. The following entities are eligible to participate in the SPC joint purchasing programs: Municipalities, Townships, Counties, Fire Protection Districts, Park Districts, Libraries, School Districts and Non Profit Organizations.

**2.2 BILLING**

All billings shall be directed to the ordering agency. Billings shall only contain prices that are consistent with those in this contract. The Contractor will handle all billing directly, charging the prices accepted in the proposal. Price shall also include the SPC 4% Administrative fee. The SPC and participating municipalities are exempt from all state and local taxes.

This work will be paid for the contract price (per foot) for “THERMOPLASTIC PAVEMENT MARKING AND/OR TAPE – LINE 4 IN., 6 IN., 12 IN. and 24 IN.” and (per square foot) for “THERMOPLASTIC PAVEMENT MARKING – LETTERS AND SYMBOLS”, and (per square foot) “THERMOPLASTIC PAVEMENT MARKING REMOVAL.” Double lines shall be measured as separate lines.

**2.3 SPC ADMINISTRATIVE FEE & QUARTERLY REPORTS**

The Northwest Municipal Conference (NWMC) is responsible for the development, execution, and general contract administration of the SPC. The NWMC is compensated for program costs it incurs through payment from the vendor, in the amount of a 4% administrative fee. This fee shall be paid directly by the vendor to the SPC on a quarterly basis with a quarterly usage report. This is not an additional fee to be paid for by the ordering entity. The SPC shall not be responsible for any non-payment of any participating agency. Each individual participant’s agency shall be responsible for insuring delivery of product and work, receipt and payment of vendor invoices, as well as for the resolution of disputes between the vendor and the member agency. Payment for the SPC administrative fees shall be sent to the NWMC Purchasing Director at 1600 East Golf Road, Suite 0700, Des Plaines, IL 60016. Payment shall be received by the NWMC within one month of the end of each fiscal quarter as follows:

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Quarter 1: May 1 – July 31; payment due by August 31

Quarter 2: August 1 – October 31; payment due by November 30

Quarter 3: November 1 – January 31; payment due by February 28

Quarter 4: February 1 – April 30; payment due by May 31

**2.4 QUARTERLY REPORTS**

The vendor shall provide the NWMC Purchasing Director a quarterly usage report detailing which municipalities work has been completed and the surface existing type, length, width, monetary amount for each order, and SPC administrative fee earned, on an Excel spreadsheet via email to [edayan@nwmc-cog.org](mailto:edayan@nwmc-cog.org).

**2.5 RIGHT TO AUDIT**

The SPC/NWMC reserves the right to audit the SPC vendor's administrative fee reports at any time for the duration of the contract and for a period of up to two years after the end of the contract or after final payment of administrative fees due under the contract. The right to audit shall include any subcontractors engaged by the vendor. The audit may be conducted utilizing SPC/NWMC staff through a contracted auditing firm. SPC/NWMC has the right to inspect the books/records/reports/documents of the firm at any time with reasonable notice (reasonable may be 3 days' notice, not during a holiday or weekend, during normal business hours, etc). The vendor will make reasonable arrangements in order to conduct the audit. The contractor agrees to fully cooperate in the inspection of its books, records, documents, and reports by making them available for inspection at the date and time requested by the SPC/NWMC. In addition, the contractor will provide copies of any documents if requested by the SPC/NWMC.

In addition to collecting any outstanding administrative fees due to the SPC/NWMC, the SPC/NWMC further reserves the right to assess fees and liquidated damages, including but not limited to recovery of mutually agreeable fees to conduct the audit as well as a negotiated interest rate calculation, against the vendor to recoup the costs of the audit and the cost due to any underreporting of administrative fees due to the SPC/NWMC. The vendor shall remit all fees and liquidated damages due to the SPC/NWMC within sixty (60) days following the close of the audit.

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**2.6 PARTICIPATING MUNICIPALITIES**

A. The entities listed below participated in 2020:

Barrington	New Lenox
Carol Stream	North Barrington
Darien	Oak Park
Des Plaines	Orland Hill's
Fox River Grove	Park Ridge
LaGrange	Plainfield
Lake Forest	Roselle
Lisle	Streamwood
Naperville	Vernon Hills

The listing of agencies on the attached Estimated Quantity by Municipality identifies the participating agencies and the quantities of the type and amount of thermoplastic lane markings they used in 2020. These totals are summarized by category in the "SCHEDULE OF PRICES" section of this RFP.

- B. There is no guarantee of participation by previous municipalities. Any municipality may increase or decrease their quantities based on the total dollar amount for the contract. No additional compensation will be allowed to the contractor for any adjustment of quantities.
- C. The vendor must agree to provide all lane marking to the participating agencies during the term of the contract at prices quoted herein.
- D. The vendor must agree to provide lane marking to any and all eligible entities requesting to participate in the SPC contract during the term of the contract at prices quoted herein.

**2.7 SPECIFICATIONS**

Bidder agrees to meet or exceed specifications as specified in Illinois Department of Transportation 2016 or most recent Standard Specifications for Road and Bridge Construction, specifically adhering to Division 700 Work Zone Traffic Control and Protection, Signing, and Pavement Marking. 780.02 Materials. Materials shall be according 780.02, Item Article (a) Thermoplastic Pavement Markings, Section 1095.01 and Modified Urethane Pavement Marking, Section 1095.09.

**2.8 SERVICE SPECIFICATIONS**

A. Definition of Terms

1. Whenever the term "Owner" appears in the following provisions it shall be construed to mean NWMC on behalf of the SPC and its duly authorized representatives and the municipalities that are participating in the contract and their duly authorized representatives.

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2. Whenever herein the term “Director” is used it shall be construed to mean the Director of Public Works or his or her designated representative of the municipality on which the work specified herein is performed.
3. Whenever herein the term “Contractor” is used, it shall be construed to mean the company or individual to whom the contract is awarded and its superintendents, workers, agents, or assignees.
4. Whenever herein the term “Work” is used it shall be construed to mean all phases of the operations required to completely perform all parts of the work as described in the specifications.

**B. Control and Inspection of Work**

All work performed by Contractor shall be done in conformance with the specifications of this document and directions of the Director of the jurisdiction in which work is being conducted. The specifications of this document take precedence unless Contractor, Director and the SPC agree otherwise. Any work or material that is not found to meet specifications shall be redone or replaced at the Contractor’s expense.

**C. Notice to Director**

Contractor shall notify Director of a municipality at least three (3) business days in advance of the commencement of work in a municipality with a start date and time. Director may require a “pre-work” meeting with Contractor.

**D. Supervisor at the Work Site**

Contractor shall at all times have a foreman on the work site(s) that is fluent in the English language and who has full authority to act for Contractor and is able to receive and execute orders from representatives of the jurisdiction in which work is being conducted.

**E. Pre-Construction Meeting**

The SPC requires that a pre-construction meeting be held between the Contractor, a SPC representative and SPC membership involved with the Thermoplastic Lane Marking Program.

**F. Provision of Schedule**

The Contractor shall furnish a tentative schedule to both the participants and the NWMC Purchasing Director in advance of the pre-construction meeting, but no later than May 10, 2021. At minimum, a final schedule will be submitted at the pre-construction meeting or before the first day of work.

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**G. Contractor Provision**

The contractor shall provide a local contact name, local phone number and email address.

**H. Sequence and Speed of Work**

1. Consecutive Weather Permitting Days

Unless instructed otherwise by Director of the municipality in which work is being performed, work shall continue within a municipality on all consecutive weather-permitting non-holiday weekdays until the contract limit for the municipality has been reached, or the Director indicates work is to end. Work hours shall be limited to 7:00 A.M. through 5:00 P.M.

2. Inclement Weather

It is the contractor's responsibility to provide proof of inclement weather conditions by providing the numbers of days of rainfall, low temperatures, snow, as well as the number of given days where the application of Thermoplastic Lane Marking was not possible.

**Abnormal Rainfall** is defined as the 10 years' maximum monthly rainfall for the counties of Cook, DuPage, Kane, Lake and McHenry counties. The qualifying date for abnormal rainfall is the date when cumulative rainfall for a given month exceeds the 10 year return for the month for any given county.

Proof of inclement weather shall be provided by obtaining information from the National Weather Service Chicago IL office website at: <https://www.weather.gov/lot/>.

A list of reporting weather stations is available at: <https://w2.weather.gov/climate/xmacis.php?wfo=lot>. Select product "Daily Data for a Month" and then select the appropriate location.

The Contractor shall present a claim to the NWMC Purchasing Director for delays and if chosen, a request for extension of time to complete the contract. The extension of time will be granted by the NWMC Purchasing Director.

**I. Target Completion Goals**

May 20, 2021	10% of contract
June 20, 2021	30% of contract
July 20, 2021	50% of contract
August 20, 2021	70% of contract
September 30, 2021	100% of contract

\*

Unless an extension has been requested and granted due to inclement weather, the target dates shall be met by the contractor. If the contractor fails to meet the specific

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target goal percentages for a given month, the NWMC Purchasing Director will immediately notify the awarded contractor's bonding company. If, after 30 days, the contractor is still found to be non-compliant with the target completion goals, the SPC Governing Board reserves the right to cancel the contract and award the project to the next lowest bidder of record for 2021.

**J. Completion of Work**

All work required by this contract shall be completed within the timeframe noted in the 2016 or most recent Illinois Department of Transportation Standard Specifications. The Provisions of Article 108.09 (page 54-56) shall be strictly adhered to if the contractor fails to complete the required work before September 30, 2021, unless a later date is requested at the direction of the participating agency.

**K. Protection of Public and Private Property**

Contractor shall take precautions to avoid damage to public or private property during all stages of the contractor's work. Contractor is monetarily responsible for any damage to public or property in their performance of the contract.

**L. Removal of Old Thermoplastic Pavement Markings**

Contractor shall remove old thermoplastic markings before applying new material when requested by the Director. Removal shall be paid for on a square foot basis as included in the Schedule of Prices.

**M. Traffic Control**

The contractor shall obtain, erect, maintain and remove all signs, barricades, flag persons, and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Director and in accordance with applicable part of Article 107.14 of Standard Specifications and the Illinois Manual on Uniform Traffic Control devices for Streets and Highways. All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately.

**N. Overnight Storage of Equipment and Condition of Work Sites**

Work site shall be restored to an orderly condition with no loose debris and materials neatly arranged at the end of each work day. Contractor will comply with Directors instructions concerning overnight storage. Municipalities may provide contractor with temporary overnight storage. The SPC and the municipality do not assume responsibility for materials and equipment stored; contractor takes full responsibility.

**2.9 LEGAL CONSIDERATIONS & COMPLIANCE WITH LAWS**

All work performed by Contractor that is associated with the fulfillment of this contract shall conform to the terms of the document and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction where document is silent. Contractor will also comply with all federal, state, and local laws,



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all rules and regulations, orders and decrees of any court, administrative body or tribunal that affect the performance of the contract. A partial list of applicable laws includes the Illinois Toll Highway Act, Workers Compensation Laws, Fair Labor Standards Act, Minimum Wage and Prevailing Wage. Pleas of misunderstanding or ignorance thereof will not be considered.

- A. Collusion:** The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with another BIDDER, VILLAGE employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.
- B. Sexual Harassment Policy:** The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Illinois Human Rights Act. 775 ILCA 5/1-105 et. seq.
- C. Tax Payments:** The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- D. Fair Employment Practices:** The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required by Article 11 of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

**ILLINOIS EQUAL OPPORTUNITY CLAUSE**

In the event of the contractor'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 contractor 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 contractor agrees as follows:

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- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, order of protection status, 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.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) 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.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5) That it will submit reports as required by the Department's Rules, 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.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations

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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 contractor 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 contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**E. Preference to Illinois Citizens Act**

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/illinois-preference-act.aspx#:~:text=Also%20known%20as%20the%20Illinois,a%20period%20of%20excessive%20unemployment.>

The *Preference to Illinois Citizens Act also known as the Employment of Illinois Workers on Public Works Act* is not enforceable unless Illinois has an **excessive unemployment** rate of over 5%. According to the United States Bureau of Labor Statistics, the current rate of unemployment in Illinois is listed at **7.6%**. The SPC shall enforce the Preference to Illinois Citizens Act at this time and does reserve to right to enforce the Act whenever applicable.

**ACT 570. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS  
ACT-ILLINOIS COMPILED STATUTES: 30 ILCS 570/1-7.**

**5701/1. Definitions**

§ 1. For the purpose of Article 2 of this Act, the following words have the meaning ascribed to them in this section.

"Illinois laborer" refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

"A period of excessive unemployment" means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment figures.

**570/2. Application of Act**

§ 2. Article 2 of this Act applies to all labor on public works projects or improvements, including projects involving the clean-up and on-site disposal of hazardous waste, but excluding emergency response or immediate removal activities, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

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**570/3. Public works Projects-Employment of Illinois laborers**

§ 3. Whenever there is a period of excessive unemployment in Illinois, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement or for the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Illinois laborers on such project or improvement, and every contract let by any such labor be used: Provided, that other laborers may be used when Illinois laborers are not available, or capable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

**570/4. Non-resident executive and technical experts**

§ 4. Every contractor on a public works project or improvement in this State may place on such work a regularly employed non-resident executive and technical expert, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.

**570/5. Rules and Regulations-Bidding notice**

§ 5(a). In all contracts involving the expenditure of federal aid funds in relation to a public works project or improvement, Article 2 of this Act shall not be enforced in such manner that conflicts with any federal statutes or rules and regulations.

**570/6. Violation-Penalty**

§ 6. Any person who knowingly fails to use Illinois laborers as required in this Act, shall be guilty of a Class C misdemeanor. Each separate case of failure to use Illinois laborers on such public works projects or improvements shall constitute a separate offense.

**570/7. Enforcement**

§ 7. Article 2 of this Act shall be enforced by the Department of Labor, which as represented by the Attorney General, is empowered to sue for injunctive relief against the awarding of any contract or the continuation of any work under any contract for public works or improvements when the provisions of Articles 2 of this Act are not being met.

**2.10 FAILURE TO MEET CONTRACTUAL OBLIGATIONS**

If the vendor is unable to meet its contractual obligations within a reasonable time determined by the SPC for any reason including strikes and acts of God, as set out in the contract documents, then the SPC, at its option, may secure materials and/or services from any other available source and any difference in price shall be a liability of the vendor and payment of any differential shall be under such terms and conditions which the SPC, in its

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sole discretion, the most practical and cost effective method of supply available to obtain the material.

**2.11 CANCELLATION**

The Suburban Purchasing Cooperative (SPC) reserves the right to terminate this contract at any time and for any reason during its period of performance upon giving thirty (30) days written notice to the vendor of such cancellation. The award vendor may terminate this contract at any time and for any reason during its period of performance upon giving sixty (60) days written notice to the NWMC Purchasing Director. Parties agree to meet and confer promptly in the event of any discrepancy or concern. In the event termination notice is served, the awarded vendor and participating ordering agencies of this program shall continue to honor the terms of this contract until each participating ordering agency's existing contract with the awarded vendor has expired.

**2.12 TERM OF CONTRACT**

Contract shall be in force for one year from the date of the contract award, provided terms of the contract are honored and the right to terminate described in section 2.11 above has not been exercised. All confirmed orders will be protected under this contract until delivered to the participant. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement of both the vendor and the Conference on a negotiated basis. *The vendor must hold bid prices constant for the first year of the contract.* If a contract extension is exercised, the vendor must provide written documentation from the manufacturer proving any price increases and/or decreases for items originally bid on. In no event shall the term plus renewals exceed four (4) years.

**2.13 REFERENCES**

Bidding vendors shall provide (5) five references from current purchasers (Page 39).

**2.14 VENDOR QUALIFICATIONS**

Vendor shall provide a general history, description and financial status of their company.

Vendor shall have owned and operated the business for at least five (5) years and must give evidence of the same.

The SPC reserves the right to visit and inspect the premise and operation of any vendor.

**2.15 SERVICES**

The awarded vendor shall assign (at minimum) one in-house customer service representative (salesperson) to handle all routine issues with regards to orders, deliveries, back-orders and invoices. The customer service (salesperson) shall be accessible by telephone during normal working hours, Monday through Friday.

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**2.16 TOXIC SUBSTANCE**

Any toxic substances awarded, must have label securely affixed to each container and to each case with manufacturer's standard identification commercially type-set label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable O.S.H.A. requirements. Label shall be in water resistant ink and be such that label will resist deterioration and remain legible throughout using period of contents.

The Label shall clearly indicate at least the following:

- Generic identification of contents
- Name and address of manufacturer
- Trade/brand name of product therein
- Manufacturer's directions for use in detail
- Warning statement and precautionary handling instructions
- Recommended antidotal action information as required
- Net contents in U.S. standard pounds, ounces, gallons or fluid ounces
- Active ingredient claims as required

**2.17 TOXIC SUBSTANCE DISCLOSURE LAW**

It is a condition of this RFP, and/or any resulting order, that the vendor is required to furnish a Materials Data Safety Sheet for each toxic substance awarded. Such sheets shall accompany each shipment or be forwarded under separate cover at time of shipment to the user agency. Submission of Materials Data Safety Sheet is required by the Illinois Toxic Substances Disclosure to Employees Act (PA 83-240, ILL. Rev. STAT., CH48, PAR 1401 ET SEQ).

All such products shall be currently and properly on file with the Thompson Micro Medex Poisindex System, 6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111-4740, Phone (303) 486-6400.

**2.18 PROGRAM PROMOTION**

The SPC shall promote and announce the onset of the SPC/awarded vendor program, and shall actively solicit participants (Municipalities, Townships, Schools, Libraries, Park Districts, Counties, and not-for-profits in Illinois). The awarded vendor will be allowed to send promotional materials to participants with prior written approval of the SPC. Mailings originated by the awarded vendor will be at their own expense. The awarded vendor agrees that any bids received by any municipal law enforcement agency be clearly noted as being a SPC contract price.

**2.19 FEATURE**

The awarded vendor shall have items available within the production capabilities of the manufacturer after the receipt of the order. The awarded vendor may refer calls and requests for pricing information related to this bid to the NWMC Purchasing Director, or at the expense of the awarded vendor, send out specification sheets by fax, email or mail.

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**2.20 UNIT PRICES**

Unit prices shall only be shown for the basic unit of measure and options indicated. Quoted prices shall be guaranteed for the term of the contract.

**2.21 F.O. B POINT**

Except as otherwise noted, basic unit prices are to be quoted to include delivery.

**2.22 ORDERING PROCEDURES**

Release orders are to be issued by the local governmental units which will issue orders for delivery on their own order form and in accordance with their needs.

**2.23 DELIVERY CONDITIONS**

All orders delivered to the local governmental units are required to be delivered in exact compliance with specifications. Failure to comply shall be considered grounds for the local governmental unit to seek remedy for the deficiency in line with the legal policies prevailing for their government as pertains to failure to make delivery under contract in conformance to specifications.

**2.24 JOINT PURCHASING AGREEMENT**

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental unit's act), authorizes certain local governmental units and not-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-1, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly.

(30 ILCS 525/0.01) (from Ch. 85, par. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.)

(30 ILCS 525/1) (from Ch. 85, par. 1601) Sec. 1. For the purposes of this Act, "governmental unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769.)

30 ILCS 525/2) (from Ch. 85, par. 1602) Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act. (Source: P.A. 87-960.)

Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited.

By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specifications and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

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**2.25 RESERVATION OF RIGHTS**

The SPC reserves the right to take bids and buy outside of the contract for any orders, in the event the awarded vendor is unable to deliver for causes beyond his or her control and not the result of fault or negligence of the awarded vendor.

**2.26 ASSIGNMENT OF CONTRACT**

No contract or release order issued under this contract shall be assigned, changed, or in any other manner disposed of without the written permission of the SPC.

**2.27 MANUFACTURER'S STRIKE**

In the event that a strike against an awarded vendor manufacturer is in effect for not less than forty-five (45) days, the SPC reserves the option to either re-bid the contract or award the existing contract to the next low bidder representing another manufacturer able to deliver the items within the allotted time as stated in the contract.

**2.28 AWARD OF BID**

Basis of the award will be; conformity to the specifications and is most advantageous to the SPC, the lowest total price for Thermoplastic Lane Marking exclusive of optional items, the meeting of the five-year in business requirement and the provision of the description and financial status of the company (Page 40).

Reference checks will be performed and if found unsatisfactory by the NWMC Purchasing Director and the SPC Governing Board they shall be due cause for rejection of the bid. Recommendation of award will be made by the NWMC Purchasing Director and the final determination of award will be decided by the SPC Governing Board.

**2.29 PROPOSAL GUARANTEE**

Winning Bidder shall submit a proposal guaranty within 2 working days of the award, payable to the Northwest Municipal Conference (NWMC) on behalf of the Suburban Purchasing Cooperative (SPC), in the amount of 5% of the total bid on the attached Material Proposal Form. The proposal guaranty is to be in the form of a CERTIFIED OR CASHIER'S CHECK. The proposal guaranty is forfeited to the NWMC if the vendor, in the sole estimation of the SPC, fails to honor the terms of this contract. The proposal guaranty will be returned to the vendor upon successful completion of the contract. A statement concerning bid rigging and bid rotating shall accompany bids.

**2.30 CERTIFIED PAYROLL**

The Prevailing Wage Act (Public Act 094-0515) is amended by changing Section 5 of the Act as follows: (from Ch. 48, par. 39s-5).

While participating on public works, the contractor and each subcontractor shall:

- A. Make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each



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pay period, the number of hours worked each day, and the starting and ending times of work each day; and

- B. Submit monthly, in person, by mail, or electronically a certified payroll to the Suburban Purchasing Cooperative.** The certified payroll shall consist of a complete copy of the records identified in paragraph (a) of this subsection. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

(i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act 094-0515 and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows is false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. **The Northwest Municipal Conference Purchasing Director, as the SPC representative, shall keep the records submitted for a period of not less than three (3) years.** The records submitted in accordance with this paragraph (b) shall be considered public records, except an employee's address, telephone number and social security number, and made available in accordance with the certified payroll laws and regulations.

### **2.31 DEBARMENT**

Prospective bidders may be barred from doing business with the Suburban Purchasing Cooperative for a period up to five (5) years including a minimum of one bidding cycle for a first time offense with the approval of the SPC Governing Board. Second time offenders may be barred for a period up to ten years also with the approval of the SPC Governing Board. Barred vendors may appeal no later than 30 days after issuance of the decision by filing a written notice of appeal to the SPC Governing Board for consideration. The SPC Governing Board will review and provide a recommendation to the NWMC Executive Director. The Executive Director will make the final decision on the appeal.

Bidders may be barred for the following (non-inclusive):

- A. Breach (including anticipatory breach) of contract with the SPC or any governmental unit.** Governmental unit is defined as any public authority in the State of Illinois which has the power to tax, or any other public entity created by statute. (30 ILCS 525/1) Illinois Governmental Joint Purchasing Act.
- B. The bidder being delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1**

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- C. A bidder who is barred from doing business with the federal government, the State of Illinois, or a unit of local government in Illinois, that has been found to be in violation of any federal or state statute or regulation concerning public contracting or the Illinois Officials and Employee Ethics Act, or who has failed to perform as required on a previous NWMC contract.
- D. Falsifying or misrepresenting manufacturer's specifications in order to appear responsive to a solicitation.
- E. Conferring or offering to confer any gift, gratuity, favor, or advantage, present or future, upon any NWMC employee or SPC Governing Board member who exercises any "official responsibility" to negotiate and enter into contracts. It is not necessary that the offer be accepted by the employee/committee member, or even that the offer be made with intent to influence the employee/committee member in an official act.
- F. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the Conference, a unit of local government, or a state agency.
- G. Any fact indicating that the individual or firm is not a responsible vendor. A responsible bidder is defined as a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance (30 ILCS 500/1-15.80).
- H. Conviction of any criminal offense involving public contracting. Examples include, but are not limited to, bribery and knowingly making a false statement in regard to collusion of a Request for Proposals. Conviction for any of the above of any officer, director, owner, partner, agent or related business entity of a vendor shall constitute grounds for debarment.
- I. Judgment finding a violation of federal, state, or local municipality antitrust laws.
- J. Finding that the bidder has colluded, conspired or agreed directly or indirectly, with any other bidder, public employee, NWMC employee or any person, to fix the bid price submitted by bidder or any other bidder or that the bidder, its agents, owners, officers or employees have been convicted or pleaded nolo contendere to bribery, bid rigging, pricing, fixing, or defrauding, a unit of local government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.

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- 2.32 Illinois Department of Transportation 2016 Standard Specifications for Road & Bridge Construction, Division 700 Work Zone Traffic Control and Protection, Signing, and Pavement Marking**  
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Construction/Standard-Specifications/Standard%20Specifications%20for%20Road%20and%20Bridge%20Construction%202016.pdf>
- 2.33 Employment (820 ILCS 130) Prevailing Wage Act Document**  
<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapterID=68>
- 2.34 Illinois Department of Labor (IDOL) List of Prohibited Contractors**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Debarred-Contractors.aspx>
- 2.35 IDOT LR107-6 Special Provisions for Selection of Labor**  
<https://idot.illinois.gov/transportation-system/local-transportation-partners/county-engineers-and-local-public-agencies/LPA-Project-Development-and-Implementation/local-roads-special-provisions-and-special-details>
- 2.36 Cook County Prevailing Wage for March, 2020**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/March%2003/Cook.pdf>
- 2.37 DuPage County Prevailing Wage for March, 2020**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/March%2003/DuPage.pdf>
- 2.38 Kane County Prevailing Wage for March, 2020**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/March%2003/Kane.pdf>
- 2.39 Lake County Prevailing Wage for March, 2020**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/March%2003/Lake.pdf>
- 2.40 McHenry County Prevailing Wage for March, 2020**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/March%2003/McHenry.pdf>
- 2.41 Will County Prevailing Wage for March, 2020**  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/March%2003/Will.pdf>

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- 2.42 Typical Pavement Markings**  
[https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Standards/Highway-Standards/PDF/224-780001-05\\_TypicalPvmtMrkings.pdf](https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Standards/Highway-Standards/PDF/224-780001-05_TypicalPvmtMrkings.pdf)
- 2.43 Urban Lane Closure, 2L, 2W, Undivided**  
[https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Standards/Highway-Standards/PDF/224-701501-06\\_UrbanLnClosure2L2W-Undivided.pdf](https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Standards/Highway-Standards/PDF/224-701501-06_UrbanLnClosure2L2W-Undivided.pdf)
- 2.44 Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane  
701502-09. Page 77**  
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2019%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>
- 2.45 Urban Lane Closure, Multi-lane 1W or 2W with Non-Traversable Median  
701601-09, Page 80**  
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2019%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>
- 2.46 Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane  
701602-10. Page 83**  
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2019%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>
- 2.47 Urban Lane Closure, Multi-lane 2W with Mountable Median  
701606-10, Page 88**  
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2019%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>
- 2.48 Urban Lane Closure, Multi-lane Intersection  
701611-01, Page 92**  
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2019%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>

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**2.49 Sidewalk, Corner or Crosswalk Closure**

**701801-06, Page 94**

<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2019%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>

**2.50 Traffic Control Device Standard**

<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2020%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>

**Suburban Purchasing Cooperative  
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**Bidder Response Section**

Delivery: Estimated delivery time required after receipt of order: 9-30-21 days.  
(Please be as accurate as possible.)

The SPC may accept the bid at any time within 45 days of bid opening and such acceptance shall bind the bidder to perform in accordance with the terms and conditions contained in or referenced in the invitation.

Prompt Payment Discount: \_\_\_\_\_% 30 calendar days after receipt of shipment or properly executed invoice voucher, whichever is received later.

Federal Employer Identification Number 36-3494087

**Certification by Bidder**

By submitting a signed bid (unsigned bids will not be considered) the bidder certifies that he or she:

- a. Has read and understands the requirements of the invitation for bids and offers to provide the requested goods and services, and
- b. Is not barred from being awarded a contract or subcontract under section 10.1 or 10.3 of the Illinois Purchasing Act (see IL. Statutes 30 ILCS 505/10.1 and 30ILCS 505/10.3. Nor is it barred from contracting with unit of state or local government as a result of a violation of section 33e-4 of the criminal code of 1961 (see IL. Statutes 720 ILCS 5/33e3 and 720 ILCS 5/33-e4).

**Superior Road Striping, Inc.  
1980 N. Hawthorne Avenue  
Melrose Park, IL 60160**

**Suburban Purchasing Cooperative  
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**Please Note: You must sign this bid in ink. Please provide all of the information requested.**

The undersigned acknowledges and agrees that each of the certifications shall be incorporated into and made part of the Request for Proposal agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

Bidder or Firm: Superior Road Striping Inc.

Bid Submitted by (signature in ink): Jean Yorio

Title: President

Street Address: 1980 N. Hawthorne Ave

City, State, Zip Code: Melrose Park IL 60160

Telephone Number: 708-865-0718

(\* ) Check here if billing is to be made from address other than one shown and type or print same in the blanks:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Please provide a telephone number that the SPC may use to contact your firm:

(Phone): 708-865-0718 (Fax): 708-865-0296

Please print contact person's name: Sandy Deloyds

Email address: Thermopro@a-sbcglobal.net

**The SPC contact awarded vendor agrees to submit the pricing enclosed herein to any unit of local government submitting a bid. This means that if a municipality/township submits a separate bid to the dealer, the dealer must quote the SPC price. In addition, the dealer must inform the unit of local government that the dealer is the SPC approved vendor.**

**Exceptions to this policy must be approved by the SPC.**

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**2020  
SPC Lane Marking Usage  
Quantities by Municipality**

<b>MUNICIPALITIES</b>	<b>L &amp; S</b>	<b>4"</b>	<b>6"</b>	<b>8"</b>	<b>12"</b>	<b>24"</b>	<b>REMOVAL</b>	<b>TOTAL</b>
ARLINGTON HEIGHTS	1800	64,800	13,000	120	10,400	1,500		91,620
BARRINGTON	250	1,000	2,300		1,000	270	1,000	5,820
DES PLAINES	540	26,800	9,300		1,900	1,900		40,440
FOX RIVER GROVE	61	1,100	2,200		120	745		4,226
LAGRANGE	700	19,000	2,800		2,700	690		25,890
LAKE FOREST	2435	129,000	15,400		4,100	2,800		153,735
LAKE IN THE HILLS	300	32,000	1,200		900	165		34,565
NEW LENOX	900	44,300	3,100		2,000	400	450	51,150
PARK RIDGE	600	8,800	7,700		1,200	1,100	900	20,300
PLAINFIELD	1300	80,600	6,900		3,300	466		92,566
RIVER FOREST	250	2,800	2,300		2,000	700		8,050
ROLLING MEADOWS		4,300	3,600	162	2,600	736		11,398
ROSELLE			10,600				3,400	14,000
SKOKIE	3100	55,200	14,300	12,000	5,800	3,900		94,300
STREAMWOOD	182	5,400	537		108	106		6,333
VERNON HILLS	2300	45,600	14,000		4,800	1,200	120	68,020
<b>TOTALS</b>	<b>14,718</b>	<b>520,700</b>	<b>109,237</b>	<b>12,282</b>	<b>42,928</b>	<b>16,678</b>	<b>5,870</b>	<b>722,413</b>



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2021 Thermoplastic & Modified Urethane Pavement Road Marking Program**

**2021 SPC Lane Marking  
Thermoplastic  
Schedule of Prices**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bidder Agrees to Furnish Price</u>	
			<u>Unit Price</u>	<u>Total</u>
4" Thermoplastic Pavement Marking Line	482,887.66	LF	.53	\$255930.46
6" Thermoplastic Pavement Marking Line	113,711.00	LF	.75	\$85283.25
12" Thermoplastic Pavement Marking Line	53,455.00	LF	1.50	\$80182.50
24" Thermoplastic Pavement Marking Line	17,091.00	LF	3.75	\$64091.25
Thermoplastic Pavement Marking Letters & Symbols	26,249.80	SF	3.75	\$98436.75
Thermoplastic Pavement Marking Removal	22,538.00	SF	.30	\$6761.40
<b>Bidder's Total</b>				<b>\$ 590,685.61</b>

**2021 SPC Lane Marking  
Modified Urethane  
As Alternate or in Combination with Thermoplastic  
Schedule of Prices**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bidder Agrees to Furnish Price</u>	
			<u>Unit Price</u>	<u>Total</u>
4" Thermoplastic Pavement Marking Line	482,887.66	LF		\$
6" Thermoplastic Pavement Marking Line	113,711.00	LF		\$
12" Thermoplastic Pavement Marking Line	53,455.00	LF		\$
24" Thermoplastic Pavement Marking Line	17,091.00	LF		\$
Thermoplastic Pavement Marking Letters & Symbols	26,249.80	SF		\$
Thermoplastic Pavement Marking Removal	22,538.00	SF		\$
<b>Bidder's Total</b>				<b>\$</b>

Submitted by: Superior Road Striping Inc  
Print Company Name

Joan Yarnold President  
Print Name & Title

Joan Yarnold  
Authorized Signature

3-23-21  
Date

**Suburban Purchasing Cooperative  
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**Vendor References  
Bidding vendor shall provide five (5) references from current purchasers**

Reference #1	
Company Name	CDOT
Contact Name	DOT KENENAKHONG
Address	201 W CENTER CT Schaumburg 60196
Telephone	815-438-2300
Email	DOT.KENENAKHONG@ILLINOIS.GOV
Annual Contract \$	2,264,500.00
Reference #2	
Company Name	DUPAGE COUNTY D.O.T.
Contact Name	KEITH WARE
Address	421 N COUNTY FARM RD WHEATON 60187
Telephone	630-407-6900
Email	KEITH.WARE@DUPAGE.CO.ORG
Annual Contract \$	449,580.00
Reference #3	
Company Name	M+S ASPHALT
Contact Name	<del>MIKE</del> MIKE DENAULT
Address	304 S 60TH CT Cicero 60804
Telephone	708-207-1200
Email	M.DENAULT@M+ASPHALT.COM
Annual Contract \$	360,000.00
Reference #4	
Company Name	LAKE COUNTY D.O.T.
Contact Name	TOM B
Address	600 W WINCHESTER Libertyville 60089
Telephone	815-377-7400
Email	T.Bennecke@LAKECOUNTY.IL.GOV
Annual Contract \$	675,904.00
Reference #5	
Company Name	McHenry County D.O.T.
Contact Name	BRADLEY COUSINS
Address	1611 NELSON RD
Telephone	815-482-2867
Email	B.COUSINS@MCHENYCOUNTY.IL.GOV
Annual Contract \$	57,434.00

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**Vendor Qualifications**

(Attach additional pages as needed)

List employees who will be dedicated to the Suburban Purchasing Cooperative (SPC) Program:

Name	PAUL ZUPERTANTIC
Position	FOREMAN - LINER MAN ETC.
# of Years	19
Responsibility/Experience	Thermo/Urethane crew
Task	All Aspects
Name	JULIO RANGEL
Position	FOREMAN
# of Years	14
Responsibility/Experience	Thermo/Urethane crew
Task	All Aspects
Name	JOSEPH OUDA
Position	FOREMAN
# of Years	14
Responsibility/Experience	Thermo crew
Task	All Aspects
Name	Alex ARANDA
Position	KETTLEMAN
# of Years	16
Responsibility/Experience	Kettle
Task	All Aspects
Name	ABEL CAMARILLO
Position	LINER MAN
# of Years	25
Responsibility/Experience	LINER MAN
Task	All Aspects

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**Vendor Qualifications**

Provide number of years in business 33

The contractor shall provide the annual sales amount for the last completed fiscal year:

\$ 8,000,000

The contractor shall provide their Dunn & Bradstreet (D&B) number: —

If no D&B number is available, please attach either a recent D&B Company Profile Report or an equivalent.

Is your firm MBE Certified? N (Y or N) Is your firm WBE Certified? N (Y or N)

*The SPC does not provide any price preference to Minority Business (MBE) or Women Owned Business (WBE) firms, but does encourage participation of those firms.*

Please list any value added services:

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**Sub-Contractor Information**  
(If applicable)  
(Attached additional pages as needed)

Name: N/A

Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years Used by Contractor: \_\_\_\_\_

Is your firm MBE Certified? \_\_\_\_\_ (Y or N) Is your firm WBE Certified? \_\_\_\_\_ (Y or N)

Services Provided by Sub-Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years Used by Contractor: \_\_\_\_\_

Is your firm MBE Certified? \_\_\_\_\_ (Y or N) Is your firm WBE Certified? \_\_\_\_\_ (Y or N)

Services Provided by Sub-Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**SPC MEMBERS**

<b>Northwest Municipal Conference</b>	<b>DuPage Mayors and Managers Conference</b>	<b>South Suburban Mayors &amp; Managers Association</b>	<b>Will County Governmental League</b>
Antioch	Addison	Alsip	Beecher
Arlington Heights	Aurora	Beecher	Bolingbrook
Bannockburn	Bartlett	Blue Island	Braidwood
Barrington	Bensenville	Burnham	Channahon
<b>Bartlett</b>	Bloomingtondale	Calumet City	Coal City
Buffalo Grove	<b>Bolingbrook</b>	Calumet Park	Crest Hill
Deer Park	Burr Ridge	Chicago Heights	Diamond
Deerfield	Carol Stream	Country Club Hills	Elwood
Des Plaines	Clarendon Hills	Crestwood	Frankfort
Elk Grove Village	Darien	Crete	Grundy County
Evanston	Downers Grove	Dixmoor	Homer Glen
Fox Lake	Elmhurst	Dolton	Joliet
Glencoe	Glen Ellyn	East Hazel Crest	Lemont
Glenview	Glendale Heights	Flossmoor	Lockport
Grayslake	<b>Hanover Park</b>	Ford Heights	Manhattan
<b>Hanover Park</b>	Hinsdale	Glenwood	Minooka
Highland Park	Itasca	Harvey	<b>Mokena</b>
Hoffman Estates	Lemont	Hazel Crest	<b>Monee</b>
Kenilworth	Lisle	Homewood	<b>Naperville</b>
Lake Bluff	Lombard	Lansing	New Lenox
Lake Forest	<b>Naperville</b>	Lynwood	<b>Orland Park</b>
Lake Zurich	Oak Brook	Markham	Oswego
Libertyville	Roselle	Matteson	Peotone
Lincolnshire	<b>Schaumburg</b>	Midlothian	Plainfield
Lincolnwood	Villa Park	<b>Mokena</b>	Rockdale
Morton Grove	Warrenville	<b>Monee</b>	Romeoville
Mount Prospect	Wayne	Oak Forest	Shorewood
Niles	West Chicago	Olympia Fields	<b>Tinley Park</b>
Northbrook	Westmont	Orland Hills	<b>University Park</b>
Northfield	Wheaton	<b>Orland Park</b>	Wilmington
Northfield Twp.	Willowbrook	Park Forest	<b>Woodridge</b>
Palatine	Winfield	Peotone	Will County
Park Ridge	Wood Dale	Phoenix	
Prospect Heights	<b>Woodridge</b>	Posen	
Rolling Meadows		Richton Park	
<b>Schaumburg</b>		Riverdale	
Skokie		Robbins	
Streamwood		Sauk Village	
Vernon Hills		South Chicago Heights	
West Dundee		South Holland	
Wheeling		Steger	
Wilmette		Thornton	
Winnetka		<b>Tinley Park</b>	
		<b>University Park</b>	
		Worth	
<b>43</b>	<b>34</b>	<b>45</b>	<b>32</b>

**154 Total Membership**

**12 Duplicates**

**142 Net**

**Suburban Purchasing Cooperative  
Request for Proposal #201  
2021 Thermoplastic &/or Urethane Lane Marking Material and Labor Road  
Marking Program  
Addendum #1**

**March 16, 2021**

**REVISION**

Please use attached revised estimated quantities of Modified Urethane for Material Proposal Form.

**QUESTION**

Do we need to secure bid with a "bid bond"?

**ANSWER**

Bids shall be accompanied by a Proposal Guarantee in the form of a certified check or bank cashier's check, payable to the Northwest Municipal Conference (NWMC) on behalf of the Suburban Purchasing Cooperative (SPC) of 5% of the total amount of the bid. Said check is forfeited to the NWMC if contract is awarded and the awardee does not furnish a satisfactory Surety Bond for the completion of the work, and sign the contract within ten days after the award of the contract.

**MATERIAL PROPOSAL FORM**  
**2021 SPC Lane Marking**  
**REVISED Modified Urethane Estimated Quantities**  
**Schedule of Prices**

Item	Estimated Quantity	Unit	Bidder Agrees to Furnish Price	
			Unit Price	Total
4" Mod Urethane Pavement Marking Line	20,000	LF	.50	\$ 10,000.00
6" Mod Urethane Pavement Marking Line	5,000	LF	1.00	\$ 5,000.00
12" Mod Urethane Pavement Marking Line	1,000	LF	2.00	\$ 2,000.00
24" Mod Urethane Pavement Marking Line	24,000	LF	4.00	\$ 96,000.00
Mod Urethane Pavement Marking Letters & Symbols	500	SF	5.00	\$ 2,500.00
<b>Bidder's Total for Modified Urethane</b>				<b>\$ 115,500.00</b>

Submitted by:

Superior Road Striping Inc.  
 Print Company Name

Juan Yacio President  
 Print Name & Title

Juan Yacio 3-23-21  
 Authorized Signature Date