

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
11/19/2024

SUBJECT:	SUBMITTED BY:
Roof Replacement Public Works Cold Storage Garage	Mike Baker Deputy Village Manager

SYNOPSIS

A motion is requested to authorize a contract with Solaris Roofing Solutions Inc. of Elburn, IL for the replacement of the roof of the Public Works cold storage garage in an amount not-to-exceed \$67,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2024-2026 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY24 Capital Projects Fund includes the funding for this project.

RECOMMENDATION

Approval on the November 19, 2024 consent agenda.

BACKGROUND

The roof of the storage garage, which is located to the east of the main Public Works facility, has passed its useful life and is in need of replacement. A Request for Proposal (RFP) was issued and the Village received 10 proposals. Solaris Roofing Solutions Inc. was determined by staff to be the lowest responsible proposer. The Village contacted references for this vendor, which includes work on other municipal facilities, and they have all been positive.

ATTACHMENTS

Contract Documents

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REQUEST FOR PROPOSAL

Name of Proposing Company: Solaris Roofing Solutions, Inc

Project Name: Roof Replacement-Cold Storage Garage, 5101 Walnut Ave.

Proposal No.: RFP-101424-0-2024/JD

Proposal Due: October 28, 2024 at 11:00am

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: Yes

Required of Awarded Contractor:

Performance Bond/Letter of Credit: Yes

Certificate of Insurance: Yes

Legal Advertisement Published: October 14, 2024

Date Issued: October 14, 2024

This document consists of 29 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number OR submit documents electronically via DemandStar as noted above to:

JOSHUA DAUSENER, PURCHASING AGENT
VILLAGE OF DOWNERS GROVE
850 Curtiss Street
DOWNERS GROVE, IL 60515
PHONE: 630/434-5490
www.downers.us

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ELECTRONIC BIDDING

The Village of Downers Grove is now accepting bids submitted electronically. All bidders must be registered with DemandStar in order to access bid documents and submit an electronic bid. If you are not registered, a free agency subscription to the Village of Downers Grove account is available by going to www.demandstar.com/register.rsp. If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to upload their bid responses at least 24 hours prior to bid opening. The Village is not responsible for submittal errors or incomplete bid submissions. For technical issues or concerns, bidders may contact Demandstar Supplier support directly at hello@demandstar.com or at 866-273-1863. All bids must be received prior to the Due Date and Time set forth above and on the cover page of this document. Bid Opening will be conducted in person at where all bids received will be publicly opened and read aloud immediately following the Due Date and Time. Bidders, their authorized agents, and interested parties are invited to join.

Vendors may continue submitting bids physically. Physical bids must be submitted in a sealed envelope marked "SEALED BID" to 850 Curtiss St., Downers Grove IL, 60515. Bids shall be marked "ATTN: JOSHUA DAUSENER, PURCHASING AGENT. The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Downers Grove Civic Center, 850 Curtiss St., Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal OR submit their proposal documents electronically via DemandStar. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS

1. GENERAL

1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.

1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.

1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JOSHUA DAUSENER, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.

1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.

1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal 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 Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.

2.3 In case of error in the extension of prices in the Proposal, 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 Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer 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.

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3. PRE- PROPOSAL CONFERENCE

3.1 A preproposal 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 Proposers. This preproposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

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-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the preproposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal 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 Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal 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 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. 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 Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twentyfive miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 850 Curtiss St., Downers Grove, IL 60515.

7. TAX EXEMPTION

7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and

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supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals 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 Proposals will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer 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. Proposer 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.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, 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 Proposer, its employees, or its subcontractors, and the Proposer 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 Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer 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 Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

13.1 Proposer 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;

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(b) By submission of this Proposal, the Proposer 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 Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 *et seq.*

14. SEXUAL HARASSMENT POLICY

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

14.1.1 Notes the illegality of sexual harassment;

14.1.2 Sets forth the State law definition of sexual harassment;

14.1.3 Describes sexual harassment utilizing examples;

14.1.4 Describes the Proposer's internal complaint process including penalties;

14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

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

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer'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 Proposer 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 Proposer agrees as follows:

15.1.1 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.

15.1.2 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 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

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and women are not underutilized.

15.1.3 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, 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.

15.1.4 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 Proposer'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 Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

15.1.7 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 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 Proposer 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 Proposer 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.

16. DRUG FREE WORK PLACE

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

16.1 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 Proposer'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.

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16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer'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.

16.3 Providing a copy of the statement required 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.

16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

16.5 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.

16.6 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.

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

17. PATRIOT ACT COMPLIANCE

17.1 The Proposer 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 Proposer further represents and warrants to the Village that the Proposer 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 Proposer 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.

18. INSURANCE REQUIREMENTS

18.1 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

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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
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

18.2 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”.

18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

18.5 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.

18.6 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 Grove, 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 by any Contractor or Subcontractor employees, or the employees of

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Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

18.7 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 insurance required by the Contract Documents, the Village 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, or terminate this Contract pursuant to its terms.

18.8 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 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.

18.9 Only in the event that 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.

18.10 Any deductibles or selfinsured 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 selfinsured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19. COPYRIGHT/PATENT INFRINGEMENT

19.1 The Proposer 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 Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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20. COMPLIANCE WITH OSHA STANDARDS

20.1 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.

21. CERCLA INDEMNIFICATION

21.1 In the event this is a contract that has environment aspects, the Proposer 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 Proposer, both before and after its disposal.

22. CAMPAIGN DISCLOSURE

22.1 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 submission, an executed Campaign Disclosure Certificate, attached hereto.

22.2 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.

22.3 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.

22.4 By signing the bid or proposal 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.

23. SUBLETTING OF CONTRACT

23.1 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 their obligation or change the terms of the contract.

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

24. TERM OF CONTRACT

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

25. TERMINATION OF CONTRACT

25.1 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.

25.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village 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 unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be setoff against any monies due and owing by the Village to the Contractor.

26. BILLING & PAYMENT PROCEDURES

26.1 Payment will be made upon receipt of an invoice referencing Village 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 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 Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer 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.

26.2 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.

26.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

26.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 850 Curtiss St., Downers Grove, IL 60515.

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27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

27.1 The relationship between the Village and the Proposer 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.

28. STANDARD OF CARE

28.1. Services performed by Proposer 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.

28.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

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

29. GOVERNING LAW

29.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

30. SUCCESSORS AND ASSIGNS

30.1 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 Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

31. WAIVER OF CONTRACT BREACH

31.1 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.

32. AMENDMENT

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

33. NOT TO EXCEED CONTRACT

Village of Downers Grove

33.1 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, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

33.2 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)

34. SEVERABILITY OF INVALID PROVISIONS

34.1 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.

35. NOTICE

35.1 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
850 Curtiss St..
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

36. COOPERATION WITH FOIA COMPLIANCE

36.1 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.*

37. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

37.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND**

Village of Downers Grove

SUBCONTRACTORS HAVE BEEN COMPLETED.

38. PREVAILING WAGE ACT

38.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.

38.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, the last four digits of the worker’s social security number, gender, race, ethnicity, veteran’s status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

38.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

38.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.

38.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder’s Certification.

38.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

III. DETAIL SPECIFICATIONS

The Village of Downers Grove is seeking a qualified roofing contractor to replace the roof of the Cold Storage Building, located at 5101 Walnut Ave., Downers Grove, IL in accordance with the following specifications:

- 1. Establish a site-specific safety plan and conform to all applicable OSHA rules and regulations.**
- 2. Tear off the entire, current roof system and properly dispose of the same off site. Any costs relative to the disposal of the current roof system shall be borne by the contractor.**
- 3. Mechanically fasten one layer of insulation (thickness and materials to be equivalent to existing)**
- 4. Adhere 60 mil. white TPO membrane to the field and flashings per Manufacturer specifications.**
- 5. Replace raised edge metal, gutters and downspouts in kind (color to match existing.)**
- 6. Provide manufacturers 20 year NDL roof warranty.**

A site visit is required and must be arranged by contacting Dann Fitzpatrick 630-434-5551

IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Attn: JOSHUA DAUSENER, PURCHASING AGENT
VILLAGE OF DOWNERS GROVE
850 Curtiss Street
DOWNERS GROVE, IL 60515
PHONE: 630/434-5490
www.downers.us

Project: Proposal No.: **RFP-101424-0-2024/JD**

Project address: **Roof Replacement-Cold Storage Garage, 5101 Walnut Ave.**
Square Ft.: approx. 6200

Scope of work

- Remove existing roof system entirely down to the structural metal deck
- Supply and install (1) layer of 1.5" insulation to match the previous insulation
- Mechanically fasten the 1.5" insulation to the metal deck
- Supply and install White Firestone 60 mil TPO membrane and fully adhere to the insulation
- Flash perimeter edge knee walls up and under the concrete coping on the South side of roof
- Supply and install new 24-gauge and gutters and down spouts.
- Provide a 20-year Firestone NDL Warranty
- Provide a (2) contractor warranty on labor.

Price: Sixty Seven Thousand Dollars (\$67,000)

V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, 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 Proposal Is To Be Considered For Award

PROPOSER:	
<u>Solaris Roofing Solutions, Inc</u> Company Name	Date: <u>10/28/2024</u>
<u>1n050 Linlar Drive</u> Street Address of Company	<u>nhaase@solarisroofing.com</u> Email Address
<u>Elburn, IL 60119</u> City, State, Zip	<u>Nick Haase</u> Contact Name (Print)
<u>630-639-5400</u> Business Phone	<u>630-639-5400</u> 24-Hour Telephone
<u>630-639-5406</u> Fax	<u><i>Scott Roberts</i></u> Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Scott Roberts, President</u> Print Name & Title
<u><i>Scott Roberts</i></u> Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove



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: Solaris Roofing Solutions, Inc

ADDRESS: 1n050 Linlar Drive

CITY: Elburn

STATE: Illinois

ZIP: 60119

PHONE: 630-639-5400 **FAX:** 630-639-5406

TAX ID #(TIN): 36-4423444

(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	Limited Liability Company – Member-Managed
Sole Proprietor	Limited Liability Company- Manager-Managed
Partnership	Medical
<u>Corporation</u>	Charitable/Nonprofit
Government Agency	

SIGNATURE: Scott Roberts

DATE: 10-28-2024

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-101424-0-2024/JD, Proposer Solaris Roofing Solutions, Inc hereby certifies
 (Name of Project) (Name of Proposer)
 the following:

1. Proposer 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. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Proposer 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.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Scott Roberts
Proposer's Authorized Agent Signature

3	6	-	4	4	2	3	4	4	4
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 28th day of October, 2024.

[Signature]
Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Solaris Roofing Solutions, Inc, and the full names of its Officers are as follows:

President: Scott Roberts

Secretary: Scott Roberts

Treasurer: Scott Roberts

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

(b) Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

PROPOSER'S CERTIFICATION (page 3 of 3)

Manager or Member: _____

Village of Downers Grove

Manager or Member: _____

(c) **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 _____.

(d) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

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

Insurer’s Name **Assured Partners of Illinois, LLC**

Agent **Phil Hayes**

Street Address **4350 Weaver Pkwy**

City, State, Zip Code **Warrenville, IL 60555**

Telephone Number **630-355-2077**

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

Print Name of Company: **Solaris Roofing Solutions, Inc**

Print Name and Title of Authorizing Signature: **Scott Roberts**

Signature: *Scott Roberts*

Date: **10-28-2024**

Village of Downers Grove

Apprenticeship and Training Certification

Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Village of Downers Grove, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder’s forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is listed below. Return this with the Bid. This Certification will be used to determine the lowest responsible bidder in accordance with the Village Council Policy regarding Purchasing Procedures.**

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Certificate of Compliance
 The bidder hereby certifies that it and its subcontractors participate in an applicable apprenticeship program.

Signature *Scott Roberts*
 Company Name **Solaris Roofing Solutions, Inc**
 Title **President**
 Date **10-28-2024**

Certificate of Non-Compliance
 The bidder hereby certifies that it or its subcontractors do not participate in an applicable apprenticeship program.

Signature _____
 Company Name _____
 Title _____

Village of Downers Grove

Date _____

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

Company Name: Solaris Roofing Solutions, Inc

Address: 1n050 Linlar Drive

City: Elburn, IL Zip Code: 60119

Telephone: (630) 639-5400 Fax Number: (630) 639-5406

E-mail Address: nhaase@solarisroofing.com

Authorized Company Signature: *Scott Roberts*

Print Signature Name: Scott Roberts Title of Official: President

Date: 10-28-2024

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 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 or proposal 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.

Scott Roberts
Signature

Scott Roberts
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

BID SUBMITTAL CHECKLIST

Village of Downers Grove

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Vendor request form W-9 completed.
11. Apprenticeship and Training Certification completed.
12. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.



October 24, 2024

RE: Solaris Roofing Solutions Inc

To Whom It May Concern:

We are pleased to advise you, we are and have been the insurance and bonding agent for Solaris Roofing Solutions Inc since 2020. Our relationship and experience have been excellent.

We are confident in their ability to perform, and they have been favorably considered by West Bend Insurance Co (AM Best rating: A) for bond requests up to \$1.5M per job within an aggregate work program of \$7.5M in the past. Performance & Payment bond approval is conditioned on an acceptable contract and satisfactory underwriting conditions.

Any arrangement for bonds is a matter between Solaris Roofing Solutions Inc and West Bend Insurance Co, and we assume no liability to third parties, or to you, if for some reason we do not execute said bond or bonds.

We do not hesitate in our recommendation of Solaris Roofing Solutions Inc. If you need to contact me, I can be reached at 630-866-2511.

Sincerely,

Andrew Brandner

Andrew Brandner

Commercial Lines Bond Department



Solaris Roofing Solutions, Inc.

References

Lankford Construction
1455 Karlens Way
Johnsburg, IL 60051
Contact: Bob Wald (847-497-0800)
bwald@lcco.com

Remsing Construction
3119 State Rte 31
Crystal Lake, IL 60012
Contact: Bob Remsing (815-356-7400)
bob@remsing.com

Mars Snackfood
Multiple Locations
Contact: Syed Hasan (630-878-7513)
Syed.hasan@effem.com

International Autos
8031 159th St
Tinley Park, IL 60477
Contact: Joe Chambers (630-461-5222)
jchambers@iaorlandpark.com

Prager Moving
155 Fort Hill Dr
Naperville, IL 60540
Contact: John Puscheck (630-276-1200)
jpuscheck@pragermoving.com

City of Burbank IL
Multiple Buildings
Contact: Tim Geary (630-878-1821)
Tgeary@novotnyengineering.com

Chicagoland Roofers'

JOINT APPRENTICESHIP & TRAINING COMMITTEE



Training Skilled Craftsmen for the Public and Roofing Industry

Serving Chicago and Northern Illinois

7045 JOLIET ROAD
INDIAN HEAD PARK, IL 60525

HTTP: //WWW.CHICAGOROOFERS.ORG
E-MAIL: JATC@CHICAGOROOFERS.NET
TELEPHONE 708-246-4488
FAX 708-246-5908

November 7, 2024

Trustees

Jay Refieuna
Chairman

Gary Menzel
Secretary

Larry Gnat
Travis Gorman
Richard Coluzzi, Jr.
Luke Duffy
Ryan Petrick
J.J. Matthews

Solaris Roofing Solutions
1N050 Linlar Drive
Elburn, IL 60119

To Whom It May Concern:

Training

Director
Kevin Coleman

In response to your request, this letter will verify that Solaris Roofing Solutions, Inc., is a signatory contractor with the United Union of Roofers, Waterproofers & Allied Workers Local #11 and participates in and employs Apprentices from the Chicagoland Roofers J.A.T.C. The Chicagoland Roofers' registers all Apprentices with the Department of Labor.

If you have any questions, please contact our office on Monday through Friday, from 7:00 a.m. to 3:00 p.m.

THE CHICAGOLAND ROOFERS' J.A.T.C.

The United States Department of Labor
 Office of Apprenticeship
 Certificate of Registration of Apprenticeship Program

CHICAGOLAND ROOFERS JATC, 5

Indian Head Park, IL

For the occupation of ROOFER

*Registered as part of the National Apprenticeship System
 in accordance with the basic standards of apprenticeship
 established by the Secretary of Labor*

January 20, 2009

Date

IL017091896

Registration No.



John V. Kelly
 Administrator, Office of Apprenticeship