



DU PAGE COUNTY

Transportation Committee

Draft Meeting Minutes 2

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, April 2, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

PRESENT	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
----------------	--

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [24-1053](#)

DuPage County Transportation Committee Minutes-Tuesday March 19, 2024.

Attachments: [RegularMeetingMinutes DraftSummary 03.19.24](#)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

6. PROCUREMENT REQUISITIONS

MOTION TO COMBINE ITEMS

6.A. [24-1033](#)

Recommendation for the approval of a purchase order to Sunrise Chevrolet, Inc., to furnish and deliver repair and replacement parts, as needed, for the Division of Transportation, for the period May 1, 2024 through April 30, 2025, for a contract total not to exceed \$15,000; per lowest responsible bid #24-038-DOT.

Attachments: [Sunrise Checklist](#)
 [Sunrise Bid Tab](#)
 [Sunrise Pricing](#)
 [Sunrise Vendor Ethics](#)

6.B. [24-0993](#)

Recommendation for the approval of a contract purchase order to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst, to furnish and deliver Peterbilt OEM repair and replacement parts, as needed, for the Division of Transportation, for the period of May 1, 2024 through April 30, 2025, for a contract total not to exceed \$15,000; per lowest responsible bid #24-040-DOT.

Attachments: [JX Peterbilt OEM Checklist](#)
[JX Peterbilt OEM Bid Tab](#)
[JX Peterbilt OEM Pricing](#)
[JX Peterbilt OEM Vendor Ethics](#)

6.C. [24-1002](#)

Recommendation for the approval of a contract to Wholesale Direct, Inc., to furnish and deliver automotive emergency lighting, as needed, for the Division of Transportation, for the period of May 1, 2024 through April 30, 2025, for a contract not to exceed \$25,000; per lowest responsible bid #23-040-DOT-RE.

Attachments: [Wholesale Direct Checklist](#)
[Wholesale Direct Bid Tab](#)
[Wholesale Direct Pricing](#)
[Wholesale Direct Renewal](#)
[Wholesale Direct Vendor Ethics](#)

6.D. [24-0992](#)

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver automotive lubricants, as needed, for the Division of Transportation, for the period of April 12, 2024 through October 11, 2024, for a contract total not to exceed \$29,900; per lowest responsible bid #23-040-DOT, second of three renewals.

Attachments: [Al Warren Checklist](#)
[Al Warren Bid Tab](#)
[Al Warren Pricing](#)
[Al Warren Renewal](#)
[Al Warren Vendor Ethics](#)

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin
AYES:	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay

7. BUDGET TRANSFERS

7.A. [24-1121](#)

Budget Transfer of \$175,000.00 from Automotive Equipment 1500-3510-54120 to Construction and Other Motor Equipment 1500-3510-54130, to move funds for the sewer cleaner purchase due to the carryover of encumbered expenses from FY 2023. The carryover encumbrances were not anticipated at the time of the FY2024 budget development.

Attachments: [Budget Transfer 4.2.24](#)

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Liz Chaplin

8. **CHANGE ORDERS**8.A. [DT-CO-0001-24](#)

Amendment to Purchase Order 6706-0001 SERV, issued to Hazchem Environmental Corporation, for hazardous waste testing, disposal and emergency services, as needed, for the Division of Transportation and Stormwater, to increase the funding in the amount of \$25,000, resulting in an amended contract total amount of \$54,000, an increase of 86.21%.

Attachments: [HazChem Change Order](#)
 [HazChem Decision Memo](#)
 [HazChem Vendor Ethics](#)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Jim Zay

8.B. [24-1043](#)

DT-P-0058A-23-Amendment to Resolution DT-P-0058-23, issued to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period May 13, 2023 through May 12, 2024, to increase the encumbrance in the amount of \$30,000, resulting in an amended contract total amount of \$100,000, an increase of 42.86%.

Attachments: [Roesch Change Order](#)
 [Roesch Decision Memo](#)
 [Roesch Vendor Ethics](#)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Jim Zay

9. AMENDING RESOLUTIONS9.A. [24-0991](#)

DT-R-0011A-24 – Amendment to Resolution DT-R-0011-24 between the County of DuPage and Addison Township Highway Department for the 2024 Road Maintenance Program (To correct a scrivener's error in the section number).

Attachments: [Agreement](#)

RESULT: APPROVED AT COMMITTEE

MOVER: Mary Ozog

SECONDER: Liz Chaplin

10. INTERGOVERNMENTAL AGREEMENTS10.A. [DT-R-0016-24](#)

Intergovernmental Agreement between the County of DuPage and the Village of Glendale Heights for improvements on Fullerton Avenue, between Bloomingdale Road and Schmale Road, Sec #21-00073-00-RS. Estimated County cost \$16,946.31.

Attachments: [Glendale Heights Requisition](#)
[Glendale Heights Agreement](#)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Jim Zay

11. INFORMATIONAL**11.A. [FM-P-0016-24](#)**

Recommendation for the approval of a contract to Advanced Boiler Control Services, Inc., to provide Boiler Audit Testing, Tuning, Training, and Time & Material, at the Power Plant, for Facilities Management, for the period April 10, 2024 through April 9, 2025, for a total contract amount not to exceed \$70,057.50, per lowest responsible bid accepted in the best interests of the county, per staff's decision memo for bid #24-024-FM. (\$62,557.50 for Facilities Management and \$7,500 for Division of Transportation).

Attachments: [FM-P-0016-24 Advanced Boiler Control Services PRCC Redacted BID Tabulation Final 24-024-FM](#)
[Advanced Boiler Control Services, In. - Pricing Page](#)
[Advanced Boiler Control Services, In. - VE](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

11.B. [FM-P-0018-24](#)

Recommendation for the approval of a contract to Builders Chicago Corporation, for preventative maintenance and repair services for automatic and manual doors with threshold closers, as needed, for County facilities, for Facilities Management, for the two-year period of April 10, 2024 through April 9, 2026, for a total contract amount not to exceed \$127,392, per lowest responsible bid #24-032-FM. (\$66,692 for Facilities Management, \$700 for Animal Services, \$30,000 for Division of Transportation, and \$30,000 for Care Center).

Attachments: [Builders Chicago Corporation - Comprehensive Checklist.pdf](#)
[Bid Tab #24-032-FM](#)
[Builders Chicago Corporation Pricing Pages](#)
[Builders Chicago Corporation Vendor Ethics](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

12. OLD BUSINESS**13. NEW BUSINESS****14. EXECUTIVE SESSION**

- 14.A. Pursuant to Open Meetings Act 5 ILCS 120/2(c)(5); purchase of real property for use by public body.

15. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1053

Agenda Date: 4/2/2024

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, March 19, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

2. ROLL CALL

PRESENT	Chaplin, Evans, Ozog, Tornatore, and Zay
ABSENT	Covert

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-0950](#)

DuPage County Transportation Committee Minutes-Tuesday March 5, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0019-24](#)

Recommendation for the approval of a contract purchase order to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst, to furnish and deliver Cummins engine repair and replacement parts, as needed, for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$60,000; per lowest responsible bid 24-010-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [DT-P-0020-24](#)

Recommendation for the approval of a contract to Superior Asphalt Materials, LLC, to furnish and deliver bituminous paving materials and UPM bituminous cold patch, as needed, for the Division of Transportation, for the period April 1, 2024 through March 31, 2025, for a contract total not to exceed \$65,000; per lowest responsible bid # 24-016-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.C. [DT-P-0021-24](#)

Recommendation for the approval of a contract to Terra Engineering, Ltd., for Traffic Study Engineering Services for the DuPage County Trail System, Section 24-DCTRP-01-EG, for a contract total not to exceed \$74,192.36, for the period March 26, 2024 through November 30, 2024. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.D. [DT-P-0022-24](#)

Recommendation for the approval of a contract to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, to install seven (7) Vertical Rise Vehicle Lifts, for the Division of Transportation, for a contract total not to exceed \$769,491.10, for the period March 26, 2024 through November 30, 2025. Per 55 ILCS 5/5-1022(c) "not suitable to competitive bids". (Sole Source - factory trained and authorized installer.)

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.E. [DT-P-0023-24](#)

Recommendation for the approval of a contract to Mohawk Lifts, LLC, to furnish and deliver seven (7) Vertical Rise Vehicle Lifts, for the Division of Transportation, for the period of March 26, 2024 through April 13, 2025, for a contract total not to exceed \$1,961,023.12. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #013020-MRL).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. CHANGE ORDERS

7.A. [24-0892](#)

DT-P-0052A-23 – Amendment to Resolution DT-P-0052-23, issued to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, to increase the encumbrance in the amount of \$35,000 and extend the current contract through June 30, 2024, resulting in an amended contract total amount of \$185,000, an increase of 23.33%. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract # 19101).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.B. [24-0907](#)

DT-P-0211D-19 - Amendment to Resolution DT-P-0211C-19, issued to Civiltech Engineering, Inc. to provide Professional Preliminary Engineering Services for improvements to CH 2/Belmont/Finley Road at Ogden Avenue and CH 2/Cross Street at Ogden Avenue, Section 19-00173-06-CH, to increase the funding in the amount of \$146,057.22, resulting in an amended contract total amount of \$462,353.26, an increase of 46.18% and a cumulative increase of \$203,186.09, 78.40%.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8. AWARDING RESOLUTIONS

8.A. [DT-R-0013-24](#)

Awarding resolution issued to Maneval Construction Company, Inc., for the DuPage County Fairgrounds parking lot Improvements, for an estimated County cost of \$527,344.90, per lowest responsible bid.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog

SECONDER: Liz Chaplin

8.B. [DT-R-0014-24](#)

Awarding resolution issued to Superior Road Striping, Inc., for the 2024 Pavement Marking Maintenance Program, Section 24-PVMKG-12-GM, for an estimated County cost of \$470,795.68, per lowest responsible bid.

Discussion held.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Mary Ozog
SECONDER: Liz Chaplin

9. **RESOLUTIONS**9.A. [DT-R-0015-24](#)

Grant of Dedication from the County of DuPage to the City of West Chicago, Local Government Property Transfer Act 50 ILCS 605/0.01et seq.

RESULT: APPROVED AT COMMITTEE
MOVER: Mary Ozog
SECONDER: Liz Chaplin

10. **OLD BUSINESS**

No old business was discussed.

11. **NEW BUSINESS**

No new business was discussed.

12. **ADJOURNMENT**

A motion was made by Chair Ozog and seconded by Member Chaplin to adjourn the meeting at 10:12 AM. The motion carried on roll call, all “ayes”.



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1033

Agenda Date: 4/2/2024

Agenda #: 6.A.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #24-038-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Sunrise Chevrolet, Inc.	VENDOR #: 11645	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Kyle Kurtz	VENDOR CONTACT PHONE: 630-942-8300	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: kkurtz@sunrisechevrolet.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-27	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to Sunrise Chevrolet to furnish and deliver repair and replacement parts on as-needed basis. Effective May 1, 2024 through April 30, 2025, for a contract total not to exceed \$15,000.00, per low bid #24-038-DOT. This contract is subject to three one-year renewals upon mutual agreement by both parties.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To purchase OEM Chevrolet Auto and Light Truck Parts to maintain the County Fleet of Chevrolet vehicles.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sunrise Chevrolet, Inc.	Vendor#: 11645	Dept: Division of Transportation	Division: Accounts Payable
Attn: Kyle Kurtz	Email: kkurtz@sunrisechevrolet.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 414 E. North Avenue	City: Glendale Heights	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60139	State: IL	Zip: 60187
Phone: 630-942-8300	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sunrise Chevrolet, Inc.	Vendor#: 11645	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 30, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Chevy OEM Repair and Replacement Parts	FY24	1500	3520	52250		10,000.00	10,000.00
2	1	EA		Chevy OEM Repair and Replacement Parts	FY25	1500	3520	52250		5,000.00	5,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>To furnish and deliver Chevy repair and replacement parts for the DOT Fleet.</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO to: Kyle Kurtz, William Bell, Aaron Cooper and Mike Figuray.</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>see above.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p> <p>Signature on File</p>

The following documents have been

:ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CHEVROLET OEM PARTS 24-038-DOT
BID TABULATION



			Sunrise Chevrolet		DUPAGE COUNTY PROCUREMENT	
Item	Description	Quantity	% MARK-UP or DISCOUNT	EXTENDED PRICE	Material Price	Subtotal Price
1	Oil Filter and Oil Drain Plug for 2000-2004 GM Parts	1	-32%	\$ 10,200.00		
GRAND TOTAL				\$ 10,200.00		

1	Oil Filter and Oil Drain Plug for 2000-2004 GM Parts	1	\$ 10,200.00
2	Oil Filter and Oil Drain Plug for 2000-2004 GM Parts	1	\$ 10,200.00
3	Oil Filter and Oil Drain Plug for 2000-2004 GM Parts	1	\$ 10,200.00
4	Oil Filter and Oil Drain Plug for 2000-2004 GM Parts	1	\$ 10,200.00

PRICE

The Contractor shall provide a firm percentage mark-up or discount to manufacturer list prices. All goods are to be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	EST. VALUE	% MARK-UP (+) or DISCOUNT (-)	EXTENDED PRICE
1	Chevrolet and General Motors OEM Parts	\$15,000.00	List (-) 32%	\$ 10,200
GRAND TOTAL (In words) We are willing to offer a discount of List minus 32%				

QUOTE SIGNATURE PAGE

CHEVROLET OEM PARTS 24-038-DOT

Signature on File

Kyle Kurtz, Parts Manager
(Signature and Title)

3-7-24

(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	Sunrise Chevrolet, Inc.
Main Business Address	414 E. North Avenue
City, State, Zip Code	Glendale Heights, IL 60139
Telephone Number	630-942-8300
Email Address	kkurtz@sunrisechevrolet.com
Bid Contact Person	Kyle Kurtz



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3-7-24

Bid/Contract/PO #: _____

Company Name: <u>Sunrise Chevrolet Inc</u>	Company Contact: <u>Kyle Kurtz</u>
Contact Phone: <u>630-942-8300 ext 2156</u>	Contact Email: <u>kkurtz@sunrisechevrolet.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Kyle' Kurtz

Title

Parts Manager

Date

3-7-24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0993

Agenda Date: 4/2/2024

Agenda #: 6.B.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #24-040-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Peterbilt Illinois d/b/a JX Truck Center - Elmhurst	VENDOR #: 24920	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Patrick Stearns	VENDOR CONTACT PHONE: 630-516-3560	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: pstearns@jxe.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-23	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to JX Truck Center to furnish and deliver Peterbilt OEM repair and replacement parts, for a contract total not to exceed \$15,000.00, per low bid #24-040-DOT. This contract is subject to three one-year renewals upon mutual agreement by both parties.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To purchase Peterbilt OEM parts to repair County owned and operated vehicles.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Peterbilt Illinois d/b/a JX Truck Center - Elmhurst	Vendor#: 24920	Dept: Division of Transportation	Division: Accounts Payable
Attn: Patrick Stearns	Email: pstearns@jxe.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 216 West Diversey Avenue	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone: 630-516-3560	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Peterbilt Illinois d/b/a JX Truck Center - Elmhurst	Vendor#: 24920	Dept: Division of Transportation	Division: Fleet
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: 216 West Diversey Avenue	City: Elmhurst	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 30, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Peterbilt OEM Repair & Replacement parts	FY24	1500	3520	52250		10,000.00	10,000.00
2	1	EA		Peterbilt OEM Repair & Replacement parts	FY25	1500	3520	52250		5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Peterbilt OEM repair and replacement parts for DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Patrick Stearns, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PETERBILT OEM PARTS 24-040-DOT
BID TABULATION



			Peterbilt Illinois dba JX Truck Center - Elmhurst		a a a r n	
			% MARK-UP or DISCOUNT	EXTENDED PRICE	M R P or D	D D P R
	P M Par		-28%	\$ 10,800.00		\$ 19,500.00
GRAND TOTAL				\$ 10,800.00		

d n n PM	R
n a n n	
a n d r R n D n	
a d R n	

PRICE

The Contractor shall provide a firm percentage mark-up or discount to manufacturer list prices. All goods are to be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	EST. VALUE	% MARK-UP (+) or DISCOUNT (-)	EXTENDED PRICE
1	Peterbilt OEM Parts	\$15,000.00	-28%	\$ 10,800
GRAND TOTAL (In words) Ten thousand and eight hundred				

QUOTE SIGNATURE PAGE

PETERBILT OEM PARTS 24-040-DOT

X Signature on File Regional Sales Manager
(Signature and Title)

03/05/2024
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	JX Truck Center
Main Business Address	216 W. Diversey Ave.
City, State, Zip Code	Elmhurst, IL 60555
Telephone Number	630-516-3560
Email Address	pstearns@jxe.com
Bid Contact Person	Patrick Stearns



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: March 6, 2024

Bid/Contract/PO #: 24-040-DOT

Company Name: Peterbilt Illinois - Chicago dba JX Truck Center	Company Contact: Patrick Stearns
Contact Phone: 630-972-2726	Contact Email: pstearns@jxe.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
X					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
X			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name R. Yezzi, Jr.

Title Vice President of Operations

Date March 6, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1002

Agenda Date: 4/2/2024

Agenda #: 6.C.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #23-040-DOT-RE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$18,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$93,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Wholesale Direct Inc.	VENDOR #: 11099	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Robert Robinson	VENDOR CONTACT PHONE: 773-585-7200	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: bob@wholesaledirect.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-26	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

DOT Fleet is requesting a purchase order to Wholesale Direct, to furnish and deliver automotive emergency lighting on as-needed basis, for a contract total not to exceed \$25,000.00, per low quote #23-040-DOT-RE. This contract will be the first of three renewals upon mutual agreement.

- Federal Signal Lighting (34%) off catalog pricing.
- Whelen Lighting (26%) off catalog pricing.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To outfit and or re-outfit vehicles and equipment with the proper emergency lighting.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Wholesale Direct Inc.	Vendor#: 11099	Dept: Division of Transportation	Division: Accounts Payable
Attn: Robert Robinson	Email: bobwdi1996@gmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 5620 W. 65th St.	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60638	State: IL	Zip: 60187
Phone: 773-585-7200	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Wholesale Direct Inc.	Vendor#: 11099	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: 5620 W. 65th St.	City: Chicago	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60638	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 30, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Automotive Emergency Lighting	FY24	1500	3520	52250		20,000.00	20,000.00
2	1	EA		Automotive Emergency Lighting	FY25	1500	3520	52250		5,000.00	5,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 25,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver automotive emergency lighting on an "as needed" basis for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Robert Robinson, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



The County of DuPage
Division of Transportation
Automotive Lighting
Requisition #23-1500-40



WHOLESALE DIRECT

REGIONAL TRUCKS

ITEM	VALUE	DISCOUNT OFF CATALOG PRICING	EXTENDED PRICE	DISCOUNT OFF CATALOG PRICING	EXTENDED PRICE
FEDERAL SIGNAL LIGHTING	10,000	33.75%	\$ 6,625.00	30%	\$ 7,000.00
WHELEN LIGHTING	5,000	25.79%	\$ 3,710.50	30%	\$ 3,500.00
		TOTAL	\$ 10,335.50	TOTAL	\$ 10,500.00

Note:

- NAPA Auto Parts: due to supply chain volatility, can not commit to locking pricing.

Invitations Sent	9
Quote Responses	3

PRICING:

DuPage County DOT expects an annual expenditure of \$15,000. Dollar amount is estimated, and orders will be placed on as-needed basis with quantities specified at the time orders are placed.

The vendor shall provide a firm % markup or discount based on price for the goods and services listed in the specifications and/or pricing table below.

- Percentage mark-up or discount shall remain firm for the term of the contract.
- It shall be the responsibility of the vendor to provide current catalog pricing at the time of order.
- All Invoices shall be accompanied with current catalog price list and percent of mark-up or discount applied at the time of purchase.
- Delivery charges shall be included in the unit price of each item.
- Pricing shall include all labor, materials, and incidentals (shop supplies, standard nuts and bolts, fuel surcharges etc...).
- Additional charges will not be accepted.

SPECIFICATIONS

DuPage County Department of Transportation is seeking a vendor to furnish and deliver Automotive Emergency Lighting and accessories. Emergency lighting shall be manufactured by Whelen or Federal Signal.

PRICING TABLE

Expenditure shown is an estimate only and is intended to provide a basis for establishing % markup/discount:

No.	Item	Value	% Markup/Discount off Catalog Pricing	Extended Price
1	Federal Signal Lighting	\$10,000	1 - 33.75 %	\$ 6625.00
2	Whelen Lighting	\$5,000	1 - 25.79 %	\$ 3710.50

CONTRACT AGREEMENT

AUTOMOTIVE EMERGENCY LIGHTING BETWEEN WHOLESALE DIRECT AND THE COUNTY OF DUPAGE

THIS Contract is entered this 11th day of May 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and WHOLESALE DIRECT *licensed to do business in the State of Illinois*, located at 5620 W. 65th Street, Chicago, IL 60638 (hereinafter referred to as the Contractor).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Request For Quote (RFQ) #23-040-DOT for its Division of Transportation, located at 180 N. County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the Contractor is the vendor selected pursuant to the quote process and is willing to perform under the terms of the quote and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

GENERAL CONDITIONS

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a General Conditions
 - 1.1.b Specifications
 - 1.1.c Quote Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.d Specifications (including any addenda, interpretations, and approved exceptions)
 - 1.1.e County Purchase Order
- 1.2 All documents are or will be on file in the office of the Division of Transportation, 140 North County Farm Road, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom, i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the RFQ Invitation, the term of this Contract shall be a One (1) year period beginning on May 11, 2023 and continuing through April 30, 2024.
- 2.2 The Contract shall be subject to three (3) additional one-year terms provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.
- 3.2 If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages, and the cost of re-quoting. The County may offset these additional costs against any sums otherwise due to the Contractor under this quote or any unrelated contract.
- 3.3 If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.
- 3.4 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.
 - 1.1.a Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to fulfil their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expense.
- 3.5 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 QUOTE PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and/or services described in the Quote Specifications for the prices quoted on the Quote Form.
- 4.2 Original invoices must be presented for payment in the RFQ, including reference to the RFQ number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505/1 *et seq.*, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

5.0 LIENS, CLAIMS. AND ENCUMBRANCES

- 5.1 The Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

6.0 AMENDMENTS

- 6.1 This Contract may be amended by mutual agreement.
- 6.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

7.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

- 7.1 The County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

8.0 CONFIDENTIAL INFORMATION AND COUNTY PROPERTY

8.1 It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this Contract and (3) be returned upon request.

9.0 NON-DISCRIMINATION

9.1 The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

10.0 VENDOR INFORMATION REPORTING ACT

10.1 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all contractors and subcontractors as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/1 *et seq.*); and (2) whether the contractors or any subcontractors are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the contractors and subcontractors shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this CONTRACT, the awarded contractor, and each subcontractor, must complete the Awarded Vendor Questionnaire(<https://mwv.dupageco.org/>).

11.0 PREVAILING WAGE

- 11.1 Prevailing rate of wages as determined by the County or the Illinois Department of Labor ("IDOL") may apply to some, or all work performed on this Contract and paid to all laborers, workers and mechanics performing work under this Contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by subcontractors and/or lower tier subcontracts as required by IDOL. State statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. Contractors must retain payroll records for five (5) years and make those records available for inspection by the County or IDOL. Contractors must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractor Forms and Information page on the County's Procurement Division website at <https://www.dupageco.org/Finance/Procurement/1316/>.
- 11.2 A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.
- 11.3 This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply.

12.0 PREVAILING WAGE PRICE ADJUSTMENT

12.1 The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the Contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the quote may be adjusted to the then-current prevailing wage, and such adjustment shall govern the Contract price during the renewal period. No adjustment will be made to the amount of mark-up.

13.0 INDEMNITY

13.1 The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

13.2 Nothing contained herein should be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

13.3 The Contractor shall be responsible for any damage incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

13.4 The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

14.0 NOTICE OF LAWSUIT

14.1 Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

15.0 SEVERABILITY CLAUSE

15.1 If any section, paragraph, clause, phrase, or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

16.0 TRANSFER OF OWNERSHIP OR ASSIGNMENT

16.1 The terms and conditions of this Contract shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve same in writing.

17.0 FORCE MAJEURE

17.1 Each party to this Contract shall not hold the other liable for an extraordinary interruption of events, or damages caused by a natural event that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

18.0 GOVERNING LAW

18.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. The venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19.0 ENTIRE AGREEMENT

19.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

19.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

19.3 Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

SIGNATURE AFFIDAVID

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

WHOLESALE DIRECT INC.

By: **Signature on File** _____

SIGNATURE

Christopher Snyder

PRINTED NAME

Director of Transportation

PRINTED TITLE

5/12/23

DATE

By: **Signature on File** _____

SIGNATURE

ROBERT ROBINSON

PRINTED NAME

PRESIDENT

PRINTED TITLE

4/26/2023

DATE



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and WHOLESAL DIRECT located at 5620 W. 65th Street, Chicago, IL 60638, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-040-DOT-RE which became effective on 5/11/2023 and which will expire 4/30/2024. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 4/30/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

ROBERT ROBINSON

PRINTED NAME

PRESIDENT

PRINTED TITLE

3/6/2024

DATE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/6/2024

Bid/Contract/PO #:

Company Name: <u>WHOLESALE DIRECT INC.</u>	Company Contact: <u>ROBERT ROBINSON</u>
Contact Phone: <u>773-585-7200</u>	Contact Email: <u>BOB.WDI@96/DGMAIL.COM</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

ROBERT ROBINSON

Title

PRESIDENT

Date

3/6/2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0992

Agenda Date: 4/2/2024

Agenda #: 6.D.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #23-040-DOT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$119,700.00
	CURRENT TERM TOTAL COST: \$29,900.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Al Warren Oil Co Inc.	VENDOR #: 41480	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Arnie Berg	VENDOR CONTACT PHONE: 630-484-4368	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov
VENDOR CONTACT EMAIL: aberg@alwarrenoil.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-25	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

DOT Fleet is requesting a purchase order to furnish and deliver automotive lubricants on an as-needed basis. Effective 04/12/2024 through 10/11/2024 - a six (6) month term, for a contract total not to exceed \$29,900.00, per low bid #23-040-DOT. This contract is the second of three renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Automotive lubricants are used to maintain the County DOT vehicles and equipment.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Al Warren Oil Co Inc.	Vendor#: 41480	Dept: Division of Transportation	Division: Accounts Payable
Attn: Arnie Berg	Email: aberg@alwarrenoil.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1646 Summer St.	City: Hammond	Address: 421 N. County Farm Road	City: Wheaton
State: IN	Zip: 46320	State: IL	Zip: 60187
Phone: 630-484-4368	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Al Warren Oil Co Inc.	Vendor#: 41480	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: PO Box 2279	City: Hammond	Address: 180 N. County Farm Road	City: Wheaton
State: IN	Zip: 46323	State: IL	Zip: 60187
Phone: 219-228-5060	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2024	Contract End Date (PO25): Oct 11, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Automotive Lubricants	FY24	1500	3520	52260		29,900.00	29,900.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 29,900.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Automotive Lubricants on as-needed basis for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Arnie Berg, Bill Bell, Mike Figuray and Aaron Cooper.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached:
 ☐ W-9
 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
AUTOMOTIVE LUBRICANTS 23-040-DOT
BID TABULATION



		Al Warren Oil Co. Inc.	QUANTITY	PRICE	PR	PR
QTY	DESCRIPTION	QTY	PRICE	PR	PR	PR
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 7.75			
1	1000 GAL 10W-30 MOTOR OIL	1000	\$ 9.95			
1	1000 GAL 5W-20 MOTOR OIL	1000	\$ 13.20			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 8.09			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 576.40			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 1,192.00			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 320.00			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 25.00			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 325.00			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 27.50			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 219.45			
1	1000 GAL 15W-40 MOTOR OIL	1000	\$ 924.55			

0000

1000 GAL 15W-40 MOTOR OIL	1000
1000 GAL 10W-30 MOTOR OIL	1000
1000 GAL 5W-20 MOTOR OIL	1000
1000 GAL 15W-40 MOTOR OIL	1000

SECTION 7 - BID FORM PRICING VERSION 2

F.O.B.: All goods are to be shipped F.O.B. Destination, delivered.

NO	ITEM	UOM	PRICE
1	SEMI SYNTHETIC 5W30 MOTOR OIL API RATING: SN/SM	Gal	7.75
2	15W40 DIESEL MOTOR OIL API RATING: CJ4	Gal	9.95
3	FULL SYNTHETIC MULTI-VEHICLE AUTOMATIC TRANSMISSION FLUID	Gal	13.20
4	AW 32 HYDRAULIC OIL	Gal	8.09
5	TRACTOR TRANSMISSION HYDRAULIC OIL MEETS OR EXCEEDS JD-JDM J20C	55-Gal Drum	576.40
6	SYNTHETIC GEAR LUBE 80w-140 WEIGHT	55-Gal Drum	1192.00
7	GREASE (MOLY) NLGI 2 RATING: EC/LB	120 LB Keg	320.00
8	ALL-PURPOSE HEAVY-DUTY WHEEL BEARING GREASE NLGI 2 RATING: EC/LB	4 LB Tub	25.00
9	G-05 ANTI-FREEZE COOLANT LONG LIFE HYBRID 50/50 MIX	55-Gal Drum	325.00
10	GREASE NLGI 2 RATING	Case of (10) 14 oz cartridges	27.50
11	DIESEL EXHAUST FLUID API CERTIFIED	55-gal Drum	219.45
12	DRIVE TRAIN TRANS OIL 30W MEETS OR EXCEEDS CAT CO-5 RATING	55-gal Drum	924.55

THE COUNTY OF DUPAGE
AUTOMOTIVE LUBRICANTS 23-040-DOT

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X

CFO

CORPORATE SEAL
(If available)

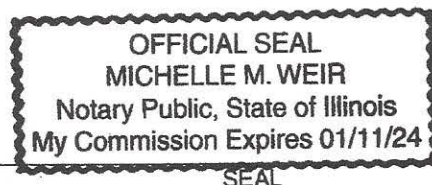
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 21st day of March AD, 2023

Signature on File

(Notary Public)

My Commission Expires: 01/11/24

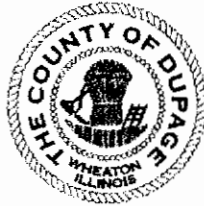


Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Al Warren Oil Co Inc.	NAME	Al Warren Oil Co Inc.
CONTACT	Arnie Berg	CONTACT	Amanda or Rosa
ADDRESS	1646 Summer St.	ADDRESS	P.O. Box 2279.
CITY ST ZIP	Hammond IN 46320	CITY ST ZIP	Hammond IN 4632
TX	630-484-4368	TX	219-228-5060
FX	630-971-8301	FX	219-852-6010
EMAIL	a.berg@alwarrenoil.com	EMAIL	Awbilling@alwarrenoil.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: kathy.black@dupageco.org		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED
(FREIGHT INCLUDED IN PRICE)



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Al Warren Oil Co. Inc., located at 1646 Summer St., Hammond, IN 46320, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-040-DOT which became effective on 04/12/2023 and which will expire 04/11/2024. The contract is subject to a second of three options to renew for a six (6) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 10/11/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

Arnie Berg

PRINTED NAME

Business Development Mgr.

PRINTED TITLE

DATE

2/23/24

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

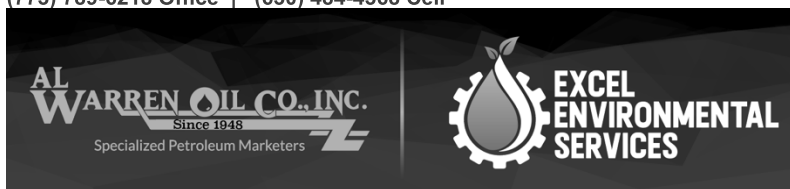
From: Arnie Berg <aberg@alwarrenoil.com>
Sent: Thursday, December 7, 2023 1:48 PM
To: Eikosidekas, Roula <Roula.Eikosidekas@dupagecounty.gov>
Subject: RE: PO #6597-SERV & Bid #23-040-DOT (automotive lubricants) - six month term!

[Caution: This email originated outside Dupageco.org. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good afternoon Roula-

Yes, we will honor that price, so please extend the contract.
Thank you,
Arnie

Arnie Berg | Business Development
1646 East Summer Street | Hammond, IN 46320 |
aberg@alwarrenoil.com
(773) 789-6218 Office | (630) 484-4368 Cell



From: Eikosidekas, Roula <Roula.Eikosidekas@dupagecounty.gov>
Sent: Thursday, December 7, 2023 10:26 AM
To: Arnie Berg <aberg@alwarrenoil.com>
Subject: [EXTERNAL] PO #6597-SERV & Bid #23-040-DOT (automotive lubricants) - six month term!
Importance: High

This message originated from outside your organization

Hi Arnie,

I know I'm way early on this, but our winter season is in effect, and I have time now before the snow hits the fan LOL.

Your current contract expires April 11, 2024, and your acknowledgement is required if you will be renewing with DuPage County honoring pricing for another year...I've attached your pricing.

If you have any questions or concerns, please let me know at any time. FYI...the current contract is still current! I'm just getting things prepared on my end just in case we need to go out for a rebid...thank you!

Thank you and Happy Holidays,

Roula Eikosidekas
Highway Maintenance Coordinator
DuPage County Division of Transportation
140 N. County Farm Road
Wheaton, IL 60187



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/23/24

Bid/Contract/PO #: 23-040 Dot

Company Name: <u>Al Warren Oil Co Inc</u>	Company Contact: <u>Arnie Berg</u>
Contact Phone: <u>630-484-4368</u>	Contact Email: <u>a.berg@alwarrenoil.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that _____ and these requirements.

Authorized Signature

Signature on File

Printed Name

Arnie Berg

Title

Business Development Manager

Date

2/23/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1121

Agenda Date: 4/2/2024

Agenda #: 7.A.

48

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1500
Company #

DOT MAINTENANCE/OPS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3510	54120		AUTOMOTIVE EQUIPMENT	\$ 175,000.00	2,988,809.59	2,813,809.59	3/26/24	1500-9100
Total				\$ 175,000.00				

To: 1500
Company #

DOT MAINTENANCE/OPS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3510	54130		CONSTR & OTHER MOTOR EQUIP	\$ 175,000.00	449,953.78	624,953.78	3/26/24	1500-9100
Total				\$ 175,000.00				

Reason for Request:

Additional funds needed for sewer cleaner.

Signature on File

Department Head

Signature on File

Chief Financial Officer

3/25/2024
Date

3/28/24
Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year 24	Budget Journal #	Acctg Period	
Entered By/Date	Released & Posted By/Date		

DOT - 4/2/24

FIN/CB - 4/9/24



Transportation Change Order with Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-CO-0001-24

Agenda Date: 4/2/2024

Agenda #: 8.A.

AMENDMENT TO PURCHASE ORDER 6706-0001 SERV
ISSUED TO HAZCHEM ENVIRONMENTAL CORPORATION
TO FURNISH AND DELIVER HAZARDOUS MATERIAL TESTING, DISPOSAL
AND EMERGENCY SERVICES, AS NEEDED FOR THE DIVISION OF TRANSPORTATION AND
STORMWATER MANAGEMENT
(INCREASE ENCUMBRANCE \$25,000.00)

WHEREAS, the DuPage County Board has heretofore approved a purchase order on November 7, 2023; and

WHEREAS, Purchase Order 6706-0001 SERV was awarded to HazChem Environmental Corporation to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$20,000) and Stormwater Management (\$9,000), for the period January 1, 2024 through December 31, 2024, for a contract total not to exceed \$29,000; per renewal option under quote award # 21-094-DOT; and

WHEREAS, at that time, it was determined that the cost of said purchase order to the County of DuPage, by and through the Division of Transportation, would be \$29,000; and

WHEREAS, due to an unforeseen incident, an increase to the contract is necessary to ensure the continuous response and remediation of hazardous materials, as needed, for the Division of Transportation and Stormwater Management; and

WHEREAS, the Division of Transportation recommends a change order to increase the encumbrance in the amount of \$25,000.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Purchase Order 6706-0001 SERV, issued to Hazchem Environmental Corporation, to increase the encumbrance in the amount of \$25,000, resulting in an amended contract total amount of \$54,000, an increase of 86.21%.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

23-3582
on 11/7/23 TC
bid # 21-094-20T

DOT 412
FI + CB 419

Date: Mar 19, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 6706-SERV	Original Purchase Order Date: Jan 1, 2024	Change Order #: 1	Department: Transportation
Vendor Name: HazChem Environmental Corp.		Vendor #: 28186	Dept Contact: Roula Eikosidekas
Background and/or Reason for Change Order Request:	DOT is requesting a change order to increase (FY24-LN1-1500-3510-53830) to the current contract for HazChem, our Hazardous Materials response and remediation contractor. Due to an unforeseen incident, DOT has nearly exhausted all funds for this contract. DOT expects that approval of this change order will provide enough funds to utilize additional emergency services should the need arise through the remainder of the contract term.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$29,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$29,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$25,000.00
E	New contract amount (C + D)	\$54,000.00
F	Percent of current contract value this Change Order represents (D / C)	86.21%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	86.21%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: _____ to: _____
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1500-3510-53830
☐ OTHER - explain below:

RE	6920	Mar 19, 2024	WCE	6890	3/20/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Mar 19, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: 24-1500-29

Requesting Department: Division of Transportation	Department Contact: Roula Eikosidekas
Contact Email: roula.eikosidekas@dupagecounty.gov	Contact Phone: 630-407-6920
Vendor Name: HazChem Environmental Corp.	Vendor #: 28186

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Requesting a change order to increase LN1-FY24-1500-3510-53830 \$25,000.00 for a total contract of \$54,000.00 (DOT line portion).

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Purchase order #6706-SERV was issued to HazChem Environmental Corp., to furnish and deliver hazardous material testing, disposal and emergency services for the DOT & SW. To meet all USEPA & IEPA requirements for testing, disposal and emergency services.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This increase will provide enough funds to purchase additional parts through the remainder of the contract.

Source Selection/Vetting Information - Describe method used to select source.

The contract was awarded to low bid #21-094-DOT.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. DOT staff recommends approval of this change order to increase HazChem Environmental Corp plus \$54,000.00.
2. This will meet all USEPA & IEPA requirements for a clean environment and healthier disposal of all hazardous waste disposal.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

There are sufficient funds in for this increase (FY24-LN1-1500-3510-53830).



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/18/24

Bid/Contract/PO #: 6706-0001 SERV

Company Name: HazChem Environmental Corp	Company Contact: Scott Schwefel
Contact Phone: 630-458-1910	Contact Email: sschwefel@hazchem.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements,

Authorized Signature

Signature on File

Printed Name

Alan Shapiro

Title

President

Date

3/18/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1043

Agenda Date: 4/2/2024

Agenda #: 8.B.

DT-P-0058A-23

AMENDING RESOLUTION
AWARDED TO BCR AUTOMOTIVE GROUP, LLC,
D/B/A ROESCH FORD
TO FURNISH AND DELIVER
FORD/MOTORCRAFT REPAIR PARTS AS NEEDED
FOR THE DIVISION OF TRANSPORTATION
(INCREASE ENCUMBRANCE \$30,000.00, +42.86%)

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0058-23 on April 11, 2023; and

WHEREAS, Purchase Order # 6371-SERV was awarded by Resolution DT-P-0058-23 to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period May 13, 2023 through May 12, 2024, per lowest responsible bid #20-028-DOT; and

WHEREAS, at that time, it was determined that the cost of said contract to the County of DuPage, by and through the Division of Transportation, would be \$70,000.00; and

WHEREAS, due to the unforeseen number of fleet vehicle repairs, an increase to the contract is necessary to ensure the continuous availability of repair and replacement parts to maintain fleet vehicles through contract completion; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the encumbrance in the amount of \$30,000.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0058-23, for Purchase Order # 6371-SERV issued to BCR Automotive Group, LLC, d/b/a Roesch Ford, to increase the encumbrance in the amount of \$30,000.00, resulting in an amended contract total amount of \$100,000, an increase of 42.86%.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

DT-P-0058^A-23

5/12/23 - 5/12/24

DOT 4/2
FI+CB 4/9

Date: Mar 19, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 6371-SERV	Original Purchase Order Date: May 13, 2023	Change Order #: 1	Department: Transportation
Vendor Name: BCR Automotive Group, LLC. d/b/a Roesch Ford			Vendor #: 13282
			Dept Contact: Roula Eikosidekas
Background and/or Reason for Change Order Request:	Roesch Ford is to furnish & deliver Genuine Ford & Motor-craft Vehicle Parts for the DOT Fleet. Requesting a change order to increase to the current contract which will provide enough funds to purchase additional parts and pay any outstanding invoices for the remainder of the contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$70,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$70,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$30,000.00
E	New contract amount (C + D)	\$100,000.00
F	Percent of current contract value this Change Order represents (D / C)	42.86%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	42.86%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: _____ to: _____
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source 1500-3520-52250	
<input type="checkbox"/> OTHER - explain below:	

RE	6920	Mar 19, 2024	WCE	6890	3/20/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer		Date	Chairman's Office		Date
(Decision Memos Over \$25,000)		Date	(Decision Memos Over \$25,000)		Date



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Mar 19, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: 24-1500-28

Requesting Department: Division of Transportation	Department Contact: Roula Eikosidekas
Contact Email: roula.eikosidekas@dupagecounty.gov	Contact Phone: 630-407-6920
Vendor Name: BCR Automotive Group, LLC. d/b/a Roesch Ford	Vendor #: 13282

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Requesting approval to increase the current contract \$30,000.00 for a revised total contract value of \$100,000.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Purchase order #6371-SERV was issued to BCR Automotive Group, LLC. d/b/a Roesch Ford, to furnish and deliver Genuine Ford & Motor-Craft Vehicle Parts. Ford parts, are used to repair and maintain the County's fleet of Ford vehicles.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This increase will provide enough funds to purchase additional parts through the remainder of the contract.

Source Selection/Vetting Information - Describe method used to select source.

The contract was awarded to low bid #20-028-DOT.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. DOT staff recommends approval of this change order to increase BCR Automotive Group, LLC. d/b/a Roesch Ford plus \$30,000.00.
2. This will ensure and maintain the County's fleet of Ford vehicles in good condition.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

There are sufficient funds in 1500-3520-52250 for this increase.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/18/24
Bid/Contract/PO #: 6371-5ENV

Company Name: BCR Automotive Groupd LLC dba Roesch Ford	Company Contact: Fred Seng
Contact Phone: 630-279-6000 x2254	Contact Email: fredseng@roeschford.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File
Printed Name Fred Seng
Title General Manager
Date 3/18/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Transportation Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0991

Agenda Date: 4/2/2024

Agenda #: 9.A.

DT-R-0011A-24

AMENDMENT TO RESOLUTION DT-R-0011-24
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND
ADDISON TOWNSHIP HIGHWAY DEPARTMENT
2024 ROAD MAINTENANCE PROGRAM
SECTION 24-01000-01-GM
(CORRECTION OF PROJECT SECTION NUMBER)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0011-24 on March 12th, 2024 for the 2024 Addison Township Road Maintenance Program (hereinafter PROJECT), which referenced Project Section Number 22-03000-01-GM; and

WHEREAS, due to a scrivener's error, the Section Number for the PROJECT should have read 24-01000-01-GM.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that the Section Number for the PROJECT shall be amended to read 24-01000-01-GM.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND ADDISON TOWNSHIP HIGHWAY DEPARTMENT
FOR 2024 ADDISON TOWNSHIP ROAD MAINTENANCE PROGRAM
SECTION NO. 24-01000-01-GM**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2024, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Addison Township Highway Department, the road district of Addison Township in the County of DuPage, State of Illinois (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the TOWNSHIP are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Rebuild Illinois Bond (RBI) Funds and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (IDOT), enter into contracts for improvements to township roads using said Township Rebuild Illinois Bond Funds; and

WHEREAS, the COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's 2024 Road Maintenance Program, Section No. 24-01000-01-GM (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$22,048.00; and

WHEREAS, the COUNTY is holding on deposit \$22,048.00 in TOWNSHIP RBI Funds which have been authorized by IDOT for use on the PROJECT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the COUNTY and the TOWNSHIP do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY agrees to advertise, let, award and finance the construction of the PROJECT utilizing TOWNSHIP funds.
3. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP RBI Funds (\$22,048.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP further agrees to provide to the COUNTY any additional funds necessary to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
5. The TOWNSHIP agrees to be the lead agency for design and construction engineering and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with Rebuild Illinois Bond procedures.

BE IT FURTHER RESOLVED that this AGREEMENT shall become effective on the day on which both parties hereto have executed this document.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2024 at Wheaton, Illinois.

Deborah A. Conroy
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

ADDISON TOWNSHIP HIGHWAY DEPARTMENT

Signed this 20th day of February, 2024 at Addison, Illinois.

Signature on File

Donald Holod, Highway Commissioner
Addison Township Highway Department

ATTEST:

Signature on File

Pamela Joy Moretz, Township Clerk



File #: DT-R-0016-24

Agenda Date: 4/2/2024

Agenda #: 10.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF GLENDALE HEIGHTS
FULLERTON AVENUE RESURFACING
SECTION 21-00073-00-RS
(ESTIMATED COUNTY COST \$16,946.31)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Glendale Heights (hereinafter referred to as the VILLAGE) are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the Counties Code, 55 ILCS 5/5-1001 *et seq.*, and the VILLAGE by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the VILLAGE, in order to facilitate the free flow of traffic and ensure the safety and accessibility of the public, desires to improve Fullerton Avenue, between Bloomingdale Road and Schmale Road (hereinafter referred to as the "PROJECT"), County section No. 21-00073-00-RS; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the Village of Glendale Heights and the public; and

WHEREAS, the COUNTY and VILLAGE agree that the scope of the PROJECT includes milling, patching and resurfacing Fullerton Avenue, between Bloomingdale Road and Schmale Road, including curb and gutter repairs, sidewalk improvements, striping, and other appurtenant work.

WHEREAS, the VILLAGE has requested that the COUNTY participate in the cost of resurfacing the Fullerton Road pavement and reconstruction of the southwest corner sidewalk ramp within the COUNTY right-of-way, at the intersection of Fullerton Road and Bloomingdale Road, (hereinafter referred to as "WORK"); location details attached hereto ("Exhibit B") of the agreement and incorporated herein as part of the PROJECT; and

WHEREAS, the COUNTY has reviewed the VILLAGE's request and concurs with the inclusion of the WORK as part of the PROJECT; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the PROJECT and financial responsibilities between the COUNTY and the VILLAGE; and

WHEREAS, said Agreement must be executed before the PROJECT may proceed.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement with the VILLAGE of Glendale Heights; and

BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer, or his designee, is hereby authorized to execute any and all documents necessary and pertinent to said agreement and/or the above referenced conveyances, upon review of said documents by the State's attorney's office; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the Village of Glendale Heights, by and through the Division of Transportation.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

kbs
28

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
	NAME 421 N. County Farm Road	NAME	
	ADDRESS Wheaton, IL 60187	ADDRESS	
03/19/2024	CITY, STATE, ZIP	CITY, STATE, ZIP	
DATE			

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20304	11/30/2025	11/30/2026	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY24-1500-3500-54050						IGA with the Village for the resurfacing of Fullerton Avenue between		16,946.31
						Bloomington Road and Schmale Road		
						Section 21-00073-00-RS		
TOTAL								\$16,946.31

REMIT TO:
Village of Glendale Heights, 300 Civic Center Plaza, Glendale Heights, IL 60139

COMMITTEE APPROVAL	DATE	DOT TO ISSUE FORMAL NOTICE TO PROCEED <b style="color: red;">DO NOT SEND PO <small>HEADER COMMENTS</small> ***DOT-GLENDALE HEIGHTS - 21-00073-00-RS ***	<div style="text-align: center; font-size: 1.2em;">Signature on File</div> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="border-top: 1px solid black; width: 80%;"></div> <div style="text-align: right;"> <div style="border-top: 1px solid black; width: 50px; text-align: center; color: blue;">3/19/24</div> <small>DATE</small> </div> </div> <div style="border-top: 1px solid black; width: 80%;"></div> <div style="text-align: right; margin-top: 5px;"><small>DEPARTMENT APPROVAL</small></div>
Transportation	03/19/24		
County Board	03/26/24		

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
AND THE VILLAGE OF GLENDALE HEIGHTS
for FULLERTON AVENUE RESURFACING
SECTION NO. 21-00073-00-RS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2024, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Glendale Heights (hereinafter referred to as the "VILLAGE"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 300 Civic Center Plaza, Glendale Heights, Illinois 60139. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will be resurfacing Fullerton Avenue between Bloomingdale Road and Schmale Road, Section No. 21-00073-00-RS (hereinafter "PROJECT"); and

WHEREAS, the VILLAGE has requested that the COUNTY participate in the cost of road resurfacing and reconstruction of sidewalk ramps within the COUNTY right-of-way at the intersection of Fullerton Avenue at Bloomingdale Road, up to the edge of pavement of Bloomingdale Road (hereinafter "WORK"), within the VILLAGE as part of the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT and the WORK for the benefit to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT and the WORK; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT and the WORK.
- 2.2 The COUNTY and VILLAGE agree that the scope of the PROJECT includes milling, patching and resurfacing Fullerton Avenue between Bloomingdale Road and Schmale Road including curb and gutter repairs, sidewalk improvements, striping, and other appurtenant work.
- 2.3 The VILLAGE has requested that the COUNTY participate in the cost of the WORK, which involves resurfacing the Fullerton Road pavement and reconstruction of the southwest corner sidewalk ramp within the COUNTY right-of-way at the intersection of Fullerton Road and Bloomingdale Road, location details attached hereto ("Exhibit B") and incorporated herein.
- 2.4 The COUNTY has reviewed the VILLAGE's request and concurs with participating in the cost of the WORK subject to the terms and conditions herein.

3.0 RESPONSIBILITIES OF THE VILLAGE

- 3.1. The COUNTY and VILLAGE agree that the VILLAGE shall act as the lead agency and administer the contract for the construction of the PROJECT. The VILLAGE agrees to manage the PROJECT in the best interest of both parties and keep advised officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1 The COUNTY agrees to reimburse the VILLAGE ten percent (10%) of its share of the estimated cost for construction of the WORK for design engineering, estimated to be \$1,412.19.
- 4.2 The COUNTY agrees to reimburse the VILLAGE ten percent (10%) of its share of the estimated cost for construction of the WORK for construction engineering, estimated to be \$1,412.19.
- 4.3 The COUNTY will be responsible for payment of the local share for the WORK as stated in 2.3 above. The COUNTY's total estimated cost of the WORK, including the engineering costs stated in 4.1 and 4.2 above, is \$16,946.31. A Schedule of Rates is attached hereto ("Exhibit A") and incorporated herein.
- 4.4 The COUNTY agrees to pay the VILLAGE eighty percent (80%) of the total estimated cost of the WORK as stated in 4.3 above, (\$13,557.00), based on as-bid unit prices, upon award of the contract. The COUNTY agrees to payment within sixty (60) days of receipt of a properly documented invoice for the 80% amount from the VILLAGE.
- 4.5 The COUNTY also agrees to reimburse the VILLAGE the balance of the actual cost of the local share for the WORK, detailed in 2.0 as referenced herein above, within sixty (60) days of receipt of a properly documented invoice from the VILLAGE once the WORK is completed, inspected and approved by the COUNTY.
- 4.6 The VILLAGE agrees to refund the COUNTY any payment overage, should the estimated payment be higher than the actual costs, within 60 days of the final inspection and approval of the WORK by the COUNTY.
- 4.7 The COUNTY hereby grants to the VILLAGE, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the COUNTY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT including the WORK. The COUNTY shall retain the right of ingress and egress over said areas so long as it does not interfere with the VILLAGE's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.8 The COUNTY shall agree to waive all local permit fees, if applicable, for the WORK.

5.0 FUTURE MAINTENANCE

- 5.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address construction responsibilities of the WORK and no changes to existing right-of-way and appurtenance maintenance responsibilities and/or jurisdiction, are intended or made in the AGREEMENT.

6.0 GENERAL

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction and maintenance participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.
- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the COUNTY Engineer and the VILLAGE Engineer shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT including the WORK. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided for therein.
- 7.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
- 7.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided for therein.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense

shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the PROJECT, the VILLAGE'S and COUNTY'S indemnification under Section 7.0 hereof shall terminate when the WORK is completed and the VILLAGE and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Glendale Heights

300 Civic Center Plaza

Glendale Heights, IL 60139

ATTN: Rachael Kaplan

Director of Public Works

Phone: 630-260-6040

Email: rachael.kaplan@glendaleheights.org

County of DuPage Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: William C. Eidson, P.E.

County Engineer/Acting Director of Transportation

Phone: 630-407-6900

Email: william.eidson@dupagecounty.gov

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1. Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF GLENDALE HEIGHTS

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Chodri Ma Khokhar
Village President

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature

MARIE A. SCHMIDT

Print Name

Village Clerk

Title

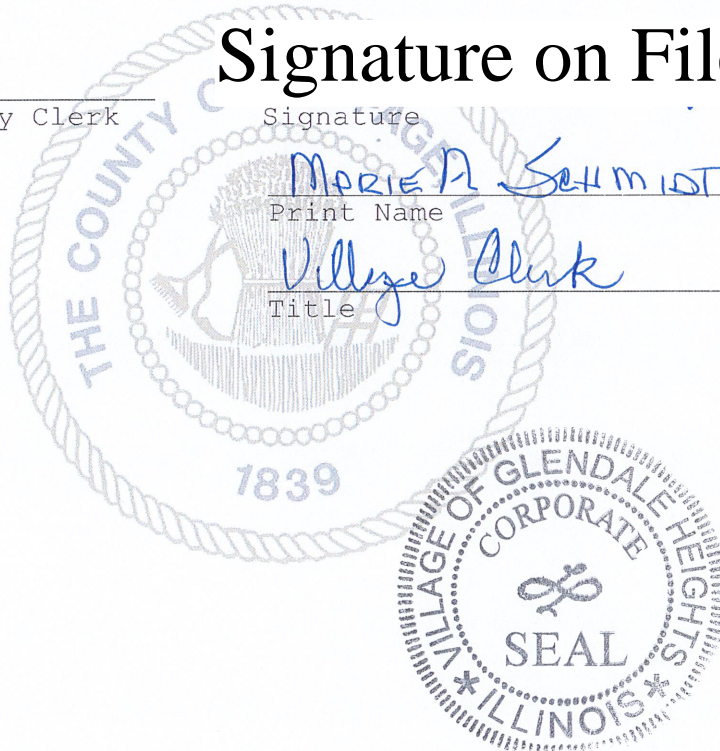


EXHIBIT A

VILLAGE OF GLENDALE HEIGHTS

W. FULLERTON AVE. RESURFACING PROJECT (SCHMALE ROAD TO BLOOMINGDALE ROAD)

ESTIMATE OF COST FOR ADA SIDEWALK IMPROVEMENT AT SOUTHWEST CORNER OF BLOOMINGDALE ROAD AND W. FULLERTON AVENUE

ESTIMATE BASED ON ANTICIPATED QUANTITIES AND AWARDED UNIT PRICES FROM CONTRACT 61J85 (SECTION NO. 21-00073-00-RS)

DATE: FEBRUARY 20, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	TOTAL BID QUANTITY	ESTIMATED QUANTITY	ESTIMATED COST
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	\$ 7.00	915.0	55.00	\$ 385.00
25200110	SODDING, SALT TOLERANT	SQ YD	\$ 9.00	920.0	55.00	\$ 495.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$ 0.01	15,845.0	118.00	\$ 1.18
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 79.70	3,290.0	25.00	\$ 1,992.50
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$ 93.00	1,975.0	15.00	\$ 1,395.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$ 8.75	29,590.0	325.00	\$ 2,843.75
42400800	DETECTABLE WARNINGS	SQ FT	\$ 40.00	170.0	20.00	\$ 800.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	\$ 5.20	23,470.0	175.00	\$ 910.00
44000600	SIDEWALK REMOVAL	SQ FT	\$ 1.25	30,295.0	350.00	\$ 437.50
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	\$ 200.00	25.0	10.00	\$ 2,000.00
66901006	REGULATED SUBSTANCES MONITORING	CAL DA	\$ 1.00	30.0	2.00	\$ 2.00
X4400503	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, GREATER THAN 10 FEET	FOOT	\$ 60.00	980.0	31.00	\$ 1,860.00
	PEDESTRIAN PUSH BUTTON EXTENSION BRACKET*	EACH	\$ 500.00	0.0	2.00	\$ 1,000.00
CONSTRUCTION TOTAL =						\$ 14,121.93
DESIGN ENGINEERING (10%) =						\$ 1,412.19
CONSTRUCTION OBSERVATION (10%) =						\$ 1,412.19
ANTICIPATED TOTAL PROJECT COST =						\$ 16,946.31

*PEDESTRIAN PUSH BUTTON EXTENSION BRACKET PAY ITEM WILL NEED TO BE ADDED BY AN APPROVED CHANGE ORDER. COST PER EACH IS ESTIMATED BASED ON HISTORICAL PRICING DATA.

COUNTY R.O.W.





Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0016-24

Agenda Date: 4/2/2024

Agenda #: 11.A.

AWARDING RESOLUTION
ISSUED TO ADVANCED BOILER CONTROL SERVICES, INC.
TO PROVIDE BOILER AUDIT TESTING, TUNING, TRAINING, AND
TIME & MATERIAL, FOR THE POWER PLANT,
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$70,057.50)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Advanced Boiler Control Services, Inc., to provide Boiler Audit Testing, Tuning, Training, and Time & Material, for the Power Plant, for the period April 10, 2024 through April 9, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to provide Boiler Audit Testing, Tuning, Training, and Time & Material, for the Power Plant, for the period April 10, 2024 through April 9, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Advanced Boiler Control Services, Inc., 7515 Cline Avenue, Crown Point, IN, 46307, for a total contract amount not to exceed \$70,057.50, per lowest responsible bid accepted in the best interests of the county, per staff's decision memo, bid #24-024-FM. (\$62,557.50 for Facilities Management and \$7,500 for Division of Transportation)

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID #: 24-0975	RFP, BID, QUOTE OR RENEWAL #: 24-024-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$70,057.50
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$280,230.00
	CURRENT TERM TOTAL COST: \$70,057.50	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Advanced Boiler Control Services, Inc.	VENDOR #: 11360	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Kathleen Rosenberg	VENDOR CONTACT PHONE: 219-558-8494	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: krosenberg@boiler-controls.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Advanced Boiler Control Services, Inc., to provide Boiler Audit Testing, Tuning, Training, and Time & Material, at the Power Plant, for Facilities Management, for the period April 10, 2024 through April 9, 2025, for a total contract amount not to exceed \$70,057.50, per lowest responsible bid accepted in the best interests of the county, per staff's decision memo for bid #24-024-FM. (\$62,557.50 for Facilities Management and \$7,500 for Division of Transportation).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This procurement is necessary to satisfy the National Fire Protection Association (NFPA) Code Section 85. This code is the Boiler and Combustion Systems Hazards Code and is required to operate the heating systems of the Dupage County Complex. This procurement will additionally keep the County heating systems working in an efficient manner through proper tuning of equipment.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER THAN LOWEST BID	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. Prior experience with lowest bid contractor unsatisfactory. Work was not performed up to expected standards. Equipment was left to operate in an un-safe and sub-standard state.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Staff recommends proceeding with the next lowest responsible bidder. ABCS has been used by the County in the past and their work has proven reliable and satisfactory. 2. Proceed with the lowest bidder and spend a significant amount of additional money to correct all the issues that may be encountered due to inadequate service. 3. Do nothing, which staff does not recommend.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Advanced Boiler Control Services, Inc.	Vendor#: 11360	Dept: Facilities Management	Division:
Attn: Kathleen Rosenberg	Email: krosenberg@boiler-controls.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 7515 Cline Avenue	City: Crown Point	Address: 421 N. County Farm Road	City: Wheaton
State: IN	Zip: 46307	State: IL	Zip: 60187
Phone: 219-558-8494	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Advanced Boiler Control Services, Inc.	Vendor#: 11360	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Daniel Perez	Email: daniel.perez@dupagecounty.gov
Address: 7515 Cline Avenue	City: Crown Point	Address: 410 N. County Farm Road	City: Wheaton
State: IN	Zip: 46307	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 10, 2024	Contract End Date (PO25): Apr 9, 2025
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		REPAIR & MTCE OTHER EQUIPMENT	FY24	1000	1100	53370		24,656.25	24,656.25
2	1	LO		AUTO/MACH/EQUIP PARTS	FY24	1000	1100	52250		5,750.00	5,750.00
3	1	LO		INSTRUCTION & SCHOOLING	FY24	1000	1100	53610		1,744.00	1,744.00
4	1	LO		REPAIR & MTCE OTHER EQUIPMENT	FY24	1500	3510	53370		7,000.00	7,000.00
5	1	LO		REPAIR & MTCE OTHER EQUIPMENT	FY25	1000	1100	53370		24,656.25	24,656.25
6	1	LO		AUTO/MACH/EQUIP PARTS	FY25	1000	1100	52250		5,750.00	5,750.00
7	1	LO		INSTRUCTION & SCHOOLING	FY25	1000	1100	53610		1.00	1.00
8	1	LO		REPAIR & MTCE OTHER EQUIPMENT	FY25	1500	3510	53370		500.00	500.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 70,057.50

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Boiler Audit Testing, Tuning, Training, and Time & Material, at the Power Plant, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 04/02/24 County Board: 04/09/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BOILER AUDIT TESTING, TUNING, TRAINING AND T&M 24-024-FM
BID TABULATION



				American Combustion Service, Inc.		Advanced Boiler Control Services, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 1: AUDIT TESTING, TUNING & TRAINING							
1	HTHW Generator Audit Testing	EA	3	\$ 2,216.00	\$ 6,648.00	\$ 4,000.00	\$ 12,000.00
2	HTHW Generator Tuning	EA	3	\$ 2,216.00	\$ 6,648.00	\$ 3,550.00	\$ 10,650.00
3	Steam Boiler Tuning	EA	2	\$ 2,216.00	\$ 4,432.00	\$ 1,120.00	\$ 2,240.00
4	HTHW Generator Training Class	EA	1	\$ 2,216.00	\$ 2,216.00	\$ 1,745.00	\$ 1,745.00
SECTION 2: SERVICE CALL RATES							
5	Normal Hourly Rates - M-F (7:30am-4:30pm)	HR	30	\$ 224.00	\$ 6,720.00	\$ 185.00	\$ 5,550.00
6	After Hours Rates - M-F (4:30pm-7:30am)	HR	30	\$ 304.00	\$ 9,120.00	\$ 277.50	\$ 8,325.00
7	Hourly Rates - Saturday	HR	15	\$ 304.00	\$ 4,560.00	\$ 277.50	\$ 4,162.50
8	Hourly Rates - Sunday/Holiday	HR	15	\$ 404.00	\$ 6,060.00	\$ 370.00	\$ 5,550.00
SECTION 3: SERVICE CHARGE							
9	Call Out Service	EA	15	\$ 304.00	\$ 4,560.00	\$ 205.00	\$ 3,075.00
SECTION 4: PARTS							
NO.	ITEM	EST. VALUE		% MARK-UP or DISCOUNT	EXTENDED PRICE	% MARK-UP or DISCOUNT	EXTENDED PRICE
10	Boiler Parts (Annual Expected Expenditure)	\$10,000		-5%	\$ 9,500.00	15%	\$ 11,500.00
GRAND TOTAL					\$ 60,464.00		\$ 64,797.50

NOTES

1. There are three (3) changes to American Combustion Service, Inc.'s bid tab:
 - a. Item 4 when multiplied out resulted in an adjusted Extended Price of \$2,216.00.
 - b. Item 10 Mark-Up corrected to account for Extended Price of \$9,500.00.
 - c. Total correction for Grand Total is \$60,464.00.

Bid Opening 3/5/24 @ 2:30 PM	BR, DW
Invitations Sent	19
Total Vendors Requesting Documents	2
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

The Contractor shall provide pricing for Sections 1 – 4. Hourly rates shall include overhead. Quantities listed are canvassing quantities. Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Power Plant 410 N. County Farm Road, Wheaton, IL 60187.

SECTION 1: AUDIT TESTING, TUNING & TRAINING

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	HTHW Generator Audit Testing	EA	3	\$ 4,000.00	\$12,000.00
2	HTHW Generator Tuning	EA	3	\$ 3,550.00	\$10,650.00
3	Steam Boiler Tuning	EA	2	\$ 1,120.00	\$ 2,240.00
4	HTHW Generator Training Class	EA	1	\$ 1,745.00	\$ 1,745.00

SECTION 2: SERVICE CALL RATES

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
5	Normal Hourly Rates - M-F (7:30am-4:30pm)	HR	30	\$185.00	\$ 5,550.00
6	After Hours Rates - M-F (4:30pm-7:30am)	HR	30	\$277.50	\$8,325.00
7	Hourly Rates - Saturday	HR	15	\$277.50	\$ 4,162.50
8	Hourly Rates - Sunday/Holiday	HR	15	\$370.00	\$5,550.00

SECTION 3: SERVICE CHARGE

Provide any additional charges for service calls. No mileage fees shall be allowed.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
9	Call Out Service	EA	15	\$205.00	\$ 3,075.00

SECTION 4: PARTS

Provide discount or mark-up for materials for additional services. The annual quantity is estimated. The supplier's material invoices for these additions must be provided.

NO.	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE
10	Boiler Parts (Annual Expected Expenditure)	\$10,000	\$ 15%	\$11,500.00
GRAND TOTAL				\$64,797.50

GRAND TOTAL

(In words) Sixty Four Thousand Seven Hundred Ninety Seven dollars and Fifty Cents

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X **Signature on File** President
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 5th day of March AD, 2024

Signature on File

(Notary Public)

My Commission Expires: 05/20/26



SEAL

**SECTION 9 - MANDATORY FORM
BOILER AUDIT TESTING, TUNING, TRAINING AND T&M 24-024-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Advanced Boiler Control Services, Inc.		
Main Business Address	7515 Cline Avenue		
City, State, Zip Code	Crown Point IN 46307		
Telephone Number	219-558-8494	Email Address	krosenberg@boiler-controls.com
Bid Contact Person	Kathleen Rosenberg		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Robert Burrink

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, ____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Advanced Boiler Control Services, Inc.	NAME	Advanced Boiler Control Services, Inc.
CONTACT	Kathleen Rosenberg	CONTACT	Kathleen Rosenberg
ADDRESS	7515 Cline Avenue Crown Point IN 46307	ADDRESS	7515 Cline Avenue Crown Point IN 46307
CITY ST ZIP		CITY ST ZIP	
TX	219-558-8494	TX	219-558-8494
FX	219-558-8498	FX	219-558-8498
EMAIL	krosenberg@boiler-controls.com	EMAIL	krosenberg@boiler-controls.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-5700 EMAIL: FMAccountsPayable@dupagecounty.gov		DuPage County Power Plant 410 North County Farm Road Wheaton, IL 60187 TX: (630) 407-2680 EMAIL: daniel.perez@dupagecounty.gov	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/28/2024

Bid/Contract/PO #:

Company Name: Advanced Boiler Control Services, Inc.	Company Contact: Kathleen Rosenberg
Contact Phone: 219-558-8494	Contact Email: krosenberg@boiler-controls.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosures required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Robert J Burrink

Title

President

Date

03/05/2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0018-24

Agenda Date: 4/2/2024

Agenda #: 9.A.

AWARDING RESOLUTION
ISSUED TO BUILDERS CHICAGO CORPORATION
FOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
FOR AUTOMATIC AND MANUAL DOORS WITH THRESHOLD CLOSERS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED: \$127,392.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Builders Chicago Corporation, to provide preventative maintenance and repair services for automatic and manual doors with threshold closers, as needed for County facilities, for a two-year period of April 10, 2024, through April 09, 2026, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide preventative maintenance and repair services for automatic and manual doors with threshold closers, as needed for County facilities, for a two-year period of April 10, 2024 through April 09, 2026, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Builders Chicago Corporation, 93 Martin Lane, Elk Grove Village, IL 60007, for a total contract amount not to exceed \$127,392.00, per lowest responsible bid #24-032-FM. (\$66,692 for Facilities Management, \$700 for Animal Services, \$30,000 for Division of Transportation, and \$30,000 for Care Center).

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-1045	RFP, BID, QUOTE OR RENEWAL #: 24-032-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$127,392.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$254,784.00
	CURRENT TERM TOTAL COST: \$127,392.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Builders Chicago Corporation	VENDOR #: 11624	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Matthew Cockburn	VENDOR CONTACT PHONE: 224-654-2122	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: mcockburn@builderschicago.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Builders Chicago Corporation, for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed, for County facilities, for Facilities Management, for a two-year period, April 10, 2024 through April 9, 2026, for a total contract amount not to exceed \$127,392, per lowest responsible bid #24-032-FM. (\$66,692 for Facilities Management, \$700 for Animal Services, \$30,000 for Division of Transportation, and \$30,000 for Care Center)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished There are 88 automatic and manual doors with threshold closers located at campus facilities that require semi-annual preventive maintenance and periodically require repair services.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Builders Chicago Corporation	Vendor#: 11624	Dept: Facilities Management	Division:
Attn: Vi Dang	Email: vdang@builderschicago.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 93 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 224-654-2122	Fax: 224-569-7000	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Builders Chicago Corporation	Vendor#: 11624	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 93 Martin Lane	City: Elk Grove Village	Address: various locations	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 10, 2024	Contract End Date (PO25): Apr 9, 2026
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Facilities Management	FY24	1000	1100	53300		20,000.00	20,000.00
2	1	LO		Facilities Management	FY24	1000	1100	52270		1,000.00	1,000.00
3	1	LO		Animal Services	FY24	1100	1300	53300		250.00	250.00
4	1	LO		Division of Transportation	FY24	1500	3510	53300		5,000.00	5,000.00
5	1	LO		Care Center	FY24	1200	2040	53300		7,500.00	7,500.00
6	1	LO		Facilities Management	FY25	1000	1100	53300		21,000.00	21,000.00
7	1	LO		Facilities Management	FY25	1000	1100	52270		1,000.00	1,000.00
8	1	LO		Animal Services	FY25	1100	1300	53300		350.00	350.00
9	1	LO		Division of Transportation	FY25	1500	3510	53300		15,000.00	15,000.00
10	1	LO		Care Center	FY25	1200	2040	53300		15,000.00	15,000.00
11	1	LO		Facilities Management	FY26	1000	1100	53300		22,692.00	22,692.00
12	1	LO		Facilities Management	FY26	1000	1100	52270		1,000.00	1,000.00
13	1	LO		Animal Services	FY26	1100	1300	53300		100.00	100.00
14	1	LO		Division of Transportation	FY26	1500	3510	53300		10,000.00	10,000.00
15	1	LO		Care Center	FY26	1200	2040	53300		7,500.00	7,500.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 127,392.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed, for County facilities, for Facilities Management, for a two-year period.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Kristie Lecaros, Kathy Black.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 4/2/24 County Board: 4/09/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PM & REPAIR SERVICES - AUTOMATIC & MANUAL DOORS 24-032-FM
BID TABULATION

					BUILDER'S CHICAGO CORPORATION		ALLIED DOOR, INC.		AUTOMATIC DOOR AUTHORITY INC.	
NO.	ITEM	QTY	NO. OF CALLS	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
MAINTENANCE										
1	Planned Maintenance Service Call	88	2	2	\$ 48.00	\$ 16,896.00	\$ 88.00	\$ 30,976.00	\$ 250.00	\$ 88,000.00
SERVICE CALLS										
NO.	ITEM	EST. HOURS		NO. OF YEARS	RATE	EXTENDED PRICE	RATE	EXTENDED PRICE	RATE	EXTENDED PRICE
2	Normal Hours	40		2	\$ 143.00	\$ 11,440.00	\$ 144.00	\$ 11,520.00	\$ 159.00	\$ 12,720.00
3	Outside Normal Hours Monday - Friday & Saturday	12		2	\$ 171.00	\$ 4,104.00	\$ 190.00	\$ 4,560.00	\$ 238.50	\$ 5,724.00
4	Outside Normal Hours Sunday & Holidays	12		2	\$ 198.00	\$ 4,752.00	\$ 225.00	\$ 5,400.00	\$ 318.00	\$ 7,632.00
PARTS										
NO.	ITEM	EST. SPEND			MARKUP %	EXTENDED PRICE	MARKUP %	EXTENDED PRICE	MARKUP %	EXTENDED PRICE
5	Parts Markup from Contractors Cost	\$ 25,000.00			18%	\$ 29,500.00	25%	\$ 31,250.00	10%	\$ 27,500.00
GRAND TOTAL						\$ 66,692.00		\$ 83,706.00		\$ 141,576.00

NOTES

Bid Opening 3/19/2024 @ 2:30 PM	DW,HK
Invitations Sent	42
Total Vendors Requesting Documents	2
Total Bid Responses	3

SECTION 9 - MANDATORY FORM
PM AND REPAIR SERVICES FOR AUTOMATIC AND MANUAL DOORS WITH THRESHOLD CLOSERS 24-032-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Builders Chicago Corporation		
Main Business Address	93 Martin Ln		
City, State, Zip Code	Elk Grove Village, IL 60007		
Telephone Number	224-654-2122	Email Address	mcockburn@builderschicago.com
Bid Contact Person	Matthew Cockburn		

The undersigned certifies that he is:

☒ the Owner/Sole Proprietor
 ☐ a Member authorized to sign on behalf of the Partnership
 ☐ an Officer of the Corporation
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Richard Crandall</u> (President or Partner)	<u>Matthew Crandall</u> (Vice-President or Partner)
<u>James Sykora</u> (Secretary or Partner)	<u>Timothy Hanisch</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, ____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Builders Chicago corp.	NAME	Builders Chicago corporation
CONTACT	Matthew Cockburn	CONTACT	Vi Dang
ADDRESS	93 Martin Ln.	ADDRESS	93 Martin Ln
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Elk Grove Village, IL 60007
TX	(224) 654-2122	TX	(224) 654-2122
FX		FX	
EMAIL	Bcc Service@builderschicago.com	EMAIL	vdang@builderschicago.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL : FMAccountsPayable@dupagecounty.gov		DuPage County, Various Locations Attn : Mark Thomas 421 N County Farm Road Wheaton, IL 60187 TX : (630) 407-5700	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED, AND INSTALLED
(FREIGHT INCLUDED IN PRICE)

SECTION 7 - BID FORM PRICING

Vendor shall bid on a full two (2) year contract. Quantities indicate an approximation of two (2) year's requirements based on experience and are not binding on the County of DuPage. The quantities and items shown are for bid analysis purposes only.

F.O.B.: All materials are to be shipped F.O.B. Destination, delivered and installed.

MAINTENANCE						
Includes two (2) planned service calls per year (6 months apart) for 88 doors for 2 years per specifications.						
NO.	ITEM	QTY	NO. OF CALLS	NO. OF YEARS	PRICE	EXTENDED PRICE (88x2x2) X Price
1	Planned Maintenance Service Call	88	2	2	\$ 48.00	\$ 16,896.00
AS-NEEDED SERVICE CALLS OUTSIDE OF PLANNED MAINTENANCE SERVICE CALLS						
NO.	ITEM	EST. HOURS	NO. OF YEARS	PRICE	EXTENDED PRICE	
2	During Normal Hours Monday – Friday 7:00 am - 4:30 pm	40	2	\$ 143.00	\$ 11,440.00	
3	Outside Normal Hours Monday - Friday & Saturday	12	2	\$ 171.00	\$ 4,104.00	
4	Outside Normal Hours Sunday & Holidays	12	2	\$ 198.00	\$ 4,752.00	
PARTS						
5	Parts Markup from Contractors Cost \$25,000.00 x <u>18</u> % of Markup = Contractor must provide OEM/Part sources invoices. Example: \$25,000.00 x 10% Markup = \$27,500.00					\$ 29,500.00
GRAND TOTAL						\$ 66,692.00
GRAND TOTAL (In words)		Sixty-Six Thousand Six-Hundred & Ninety-Two Dollars & Zero Cents				

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X _____
(Signature and Title)

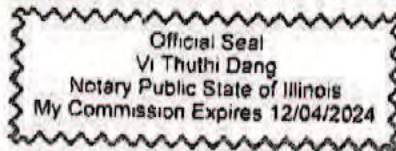
CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 8th day of March AD, 2024

Signature on File

(Notary Public) _____ My Commission Expires: 12/04/2024



SEAL

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/08/2024

Bid/Contract/PO #: 24-032-FM

Company Name: <u>Builders Chicago Corp.</u>	Company Contact: <u>Matthew Cockburn</u>
Contact Phone: <u>224-654-2122</u>	Contact Email: <u>mccrckburn@builderschicago.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupage.org/countyboard/policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Matthew Crandall

Title

Chief Operating Officer

Date

3/08/2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)