



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

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

Tuesday, March 21, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1165](#)

Public Works Minutes - Regular Meeting - Tuesday March 7, 2023

6. CLAIMS REPORT

6.A. [23-1166](#)

Payment of Claims - Public Works and Facilities Management

7. BUDGET TRANSFER

7.A. [23-1167](#)

Public Works - \$795,800 Budget transfer needed for engineering for permitting and review, building improvements, employee uniforms, miscellaneous meeting expense for a safety lunch, printing for envelope contract, engineering for lake water allocation and on-call engineering commitments.

8. BID AWARD

8.A. [DT-P-0055-23](#)

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period April 1, 2023 through March 31, 2024, for a contract total not to exceed \$1,750,000 (Division of Transportation \$1,000,000 and Public Works \$750,000); per low bid #23-011-DOT, subject to three (3) one-year renewals.

8.B. [FM-P-0053-23](#)

Recommendation for the approval of a contract to Dynamic Industrial Services, Inc., to provide fuel tank rehab painting at the Power Plant, for Facilities Management, for the period March 29, 2023, through November 30, 2023, for a total contract amount not to exceed \$46,000; per lowest responsible bid 23-039-FM.

8.C. [FM-P-0059-23](#)

Recommendation for the approval of a contract to Facility Gateway Corporation, to provide uninterrupted power supply (UPS) preventive maintenance and on-call emergency repair service as needed, for Facilities Management and the Emergency Telephone System Board (ETSB), for the two-year period April 1, 2023 through March 31, 2025, for a total contract amount not to exceed \$74,773.30, per lowest responsible bid #23-031-FM. (\$33,844.30 for Facilities Management and \$40,929.00 for ETSB)

8.D. [FM-P-0054-23](#)

Recommendation for the approval of a contract to Petroleum Traders Corporation, to furnish and deliver off-road diesel fuel, as needed, for the Power Plant and Standby Power Facility, for the period April 1, 2023 through March 31, 2024, for Facilities Management, for a contract total not to exceed \$101,000; per lowest responsible bid #23-011-DOT.

9. BID RENEWAL9.A. [FM-P-0052-23](#)

Recommendation for the approval of a contract to A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting and cleaning, as needed for the County campus, for Facilities Management, for the period April 14, 2023, through April 13, 2024, for a total contract amount not to exceed \$82,950; per renewal option under bid award #21-017-FM, second option to renew. (\$5,400 for Animal Services, \$17,550 for the Division of Transportation and \$60,000 for Facilities Management)

9.B. [FM-P-0055-23](#)

Recommendation for the approval of a contract to Thompson Electronics Company, for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for Facilities Management, for the two-year period April 14, 2023 through April 13, 2025, for a total contract amount not to exceed \$121,500, per renewal option under bid award #21-012-FM, first and final option to renew.

10. JOINT PURCHASING AGREEMENT10.A. [23-1168](#)

Recommendation for the approval of a contract to Halloran Power Equipment, Inc., for the purchase of one (1) TORO Spray Master Max for Grounds, for Facilities Management, for the period March 21, 2023 through November 30, 2023, for a contract total amount not to exceed \$15,803.04. Contract let pursuant to the Intergovernmental Cooperation Act - Sourcewell cooperative contract #031121-TTC.

11. PROFESSIONAL SERVICE AGREEMENT**11.A. [PW-P-0029-23](#)**

Recommendation for the approval of an agreement between the County of DuPage, Illinois and Christopher B. Burke Engineering, LTD., for on-call professional engineering services for water systems and Lake Michigan allocation for various regions around DuPage County, for the period of March 28, 2023, to June 30, 2026, for a total amount not to exceed \$95,000. Professional Services (Architects, Engineers & Land Surveyors), per 50 ILCS 510/0.01 et. Seq.

11.B. [FM-P-0058-23](#)

Recommendation for the approval of a contract to Hampton, Lenzini and Renwick, Inc., to provide Professional Architectural and Engineering Design Services, for sidewalk repairs on County Campus, for Facilities Management, for the period March 28, 2023, through November 30, 2024, for a total contract amount not to exceed \$121,560. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ .01 et seq.

12. SOLE SOURCE**12.A. [PW-P-0030-23](#)**

Recommendation for the approval of a contract to LMK Technologies, Inc., for lateral lining materials and equipment repair, as needed, for Public Works, for a four (4) year period of March 28, 2023, to March 31, 2027, for a contract total amount not to exceed \$120,000; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

12.B. [FM-P-0057-23](#)

Recommendation for the approval of a contract to Metropolitan Industries, Inc., to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for the two-year period April 14, 2023 through April 13, 2025, for a total contract amount not to exceed \$60,000. Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids – sole provider of items compatible with existing equipment.

13. OLD BUSINESS**14. NEW BUSINESS****15. ADJOURN**



Minutes

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

File #: 23-1165

Agenda Date: 3/21/2023

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, March 7, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:00 AM.

2. ROLL CALL

Other Board members present: Member Yeena Yoo and Member Lucy Chang Evans.

PRESENT	Cronin Cahill, DeSart, Galassi, Garcia, and Ozog
ABSENT	Zay

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-1028](#)

Public Works Minutes - Regular Meeting - Tuesday February 21, 2023

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

6. CLAIMS REPORT

6.A. [23-1029](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

7. ACTION ITEM**7.A. [PW-CO-0002-23](#)**

Amendment to the original County Contract 5692-0001 SERV, issued to Fehr Graham & Associates LLC, to add verbiage to support loans from the IEPA Water Pollution Control Loan Program. No change in contract total.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Cynthia Cronin Cahill

8. BUDGET TRANSFERS**8.A. [23-1030](#)**

Budget transfer of \$50,000 to cover the unforeseen cost of restroom tissue and paper towel expenses for the County campus, for Facilities Management.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

9. BID AWARD**9.A. [PW-P-0027-23](#)**

Recommendation for the approval of a contract to Drydon Equipment, Inc., for four (4) Filtomat M306 LP wastewater treatment plant effluent water strainers to be installed at the Woodridge Greene Valley Treatment Plant and Knollwood Wastewater Treatment Plant facilities, for Public Works, for the period of March 14, 2023, through November 30, 2023, for a total contract amount not to exceed \$82,427, per lowest responsible bid #23-016-PW.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Mary Ozog

9.B. [23-1031](#)

Recommendation for the approval of a contract to Kemira Water Solutions, Inc., to furnish and deliver liquid Ferric Chloride to the Knollwood Wastewater Treatment Facility for Public Works, for the period of April 1, 2023, through March 31, 2024, for a total contract amount not to exceed \$25,900; per lowest responsible bid #23-013-PW.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

9.C. [FM-P-0048-23](#)

Recommendation for the approval of a contract to Martam Construction, Inc. to install an asphalt outdoor visitation recreational area for the 422 Child Advocacy Neutral Exchange Center (CANEC) for social distancing in the amount of \$211,502, and to install Accessible Parking for Persons with Disabilities (ADA) in front of the 421 JTK building in the amount of \$73,755, for the period March 15, 2023, through November 30, 2023, for a total contract amount not to exceed \$285,257; per lowest responsible Bid 22-130-FM. (PARTIAL ARPA ITEM)

Community Services Director Mary Keating provided an overview of this item to the committee. This will allow an opportunity for a supervised visitation environment that will include outdoor recreation during supervised time. Ms. Keating also mentioned that having an outdoor supervised visitation center will allow for more social distancing.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Dawn DeSart

10. BID RENEWAL

10.A. [FM-P-0049-23](#)

Recommendation for the approval of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for the period March 23, 2023 through March 22, 2024 for a contract total amount not to exceed \$90,000; per renewal option under bid award #22-016-FM, first option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

11. CONSENT ITEMS**11.A. [23-1032](#)**

Weatherproofing Technologies - Contract extension, no change in contract total.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

12. CONTRACT INCREASE**12.A. [PW-CO-0003-23](#)**

Amendment to County Contract 6163-0001 SERV, issued to Currie Motors Frankfort, Inc., for one (1) dump body 2023 Ford F-550XL Truck and two (2) utility body 2023 Ford F-350XL Trucks, for Public Works and Stormwater, for a change order to increase the contract in the amount of \$39,293 (Stormwater \$22,496 and Public Works \$16,797), an increase of 16.99%. These truck chassis were purchased pursuant to Resolution DT-R-0306B-22.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

13. JOINT PURCHASING AGREEMENT**13.A. [PW-P-0028-23](#)**

Recommendation for the approval of a contract purchase order to Home Depot USA, Inc., for miscellaneous maintenance, repair and operation supplies, for Public Works facilities, on an as-needed basis, for the period of March 17, 2023, to November 30, 2026, for a total contract amount not to exceed \$135,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners/US Communities Contract #16154.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

14. OLD BUSINESS

Public Works Regulatory Manager Greg Phillips provided the committee with an update on the efforts to form a Special Service Area for the Liberty Park subdivision in Westmont. He outlined the communication efforts that Public Works took to collect votes from residents on whether they voted "yes" or "no" to forming a Special Service Area. Mr. Phillips said that typically Public Works would like confirmation that 60% of a community would like to move forward with a Special Service Area before creating one. Less than 60% "yes" votes were placed on file for the Liberty Park subdivision, so it appears that they will not move forward with a Special Service Area at this time.

A letter from the Village of Westmont Public Works and DuPage County Public Works will be sent out to residents of this subdivision that will state that the County can still assist them in the future. The letter will state that residents and the Home Owners Association of Liberty Park can move forward with a petition process, if this is something they want to move forward with in the future. Member Chaplin discussed potential future funding options for this project. Member Galassi and Member DeSart inquired about details regarding this project with Mr. Phillips.

15. NEW BUSINESS

Director of Facilities Management Tim Harbaugh stated that he is looking for consensus from this committee to discharge an item for necessary repairs to structural support for hot water pipes, and allow it to move directly to the Finance and County Board committees on March 14th, 2023. The Public Works committee members provided consensus on this, and agree to allow this item to move forward.

16. ADJOURN

With no further business, the meeting was adjourned.



Payment of Claims

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

File #: 23-1166

Agenda Date: 3/21/2023

Agenda #: 6.A.

	Public Works		
	Schedule of Claims		
	3/21/2023		
Pay Vendor Name	Description	Check Date	Amount
ANSWER NATIONAL	Telemessaging	3/3/2023	\$277.38
AT&T	Phone Service	3/3/2023	\$779.96
COMCAST	Internet	3/3/2023	\$488.30
FSS TECHNOLOGIES, LLC	Central station monitoring	3/3/2023	\$225.00
MANSFIELD POWER AND GAS	Gas	3/3/2023	\$10,490.32
MCMMASTER-CARR	Strut channel	3/3/2023	\$1,555.00
MIDLAND SCIENTIFIC INC	Lab supplies	3/3/2023	\$62.50
MSC INDUSTRIAL SUPPLY CO	Neoprene rubber	3/3/2023	\$870.78
NICOR GAS	Gas	3/3/2023	\$1,295.63
O'HARE TOWING SERVICE	Tow	3/3/2023	\$170.85
PARTS TOWN LLC	Switch	3/3/2023	\$13.71
PAYMENTUS CORP	Transaction fees	3/3/2023	\$2,488.35
STANDARD EQUIPMENT COMPANY	Repair push camera	3/3/2023	\$1,504.88
UNITED STATES POSTAL SERVICE	Postal charges	3/3/2023	\$209.28
VARI SALES CORPORATION	Varidesk	3/3/2023	\$661.50
AIR COMPRESSOR SERVICES	Oil /filter	3/7/2023	\$571.34
AT&T	Phone Service	3/7/2023	\$114.34
FAVIA INVESTMENTS LTD	Service	3/7/2023	\$65.95
WHITE CAP, L.P.	Woven silk fence	3/7/2023	\$92.81
AMAZON CAPITAL SERVICES	Light bulbs	3/10/2023	\$119.94
ARLINGTON GLASS & MIRROR	Install tempered unit	3/10/2023	\$1,374.00
BATES WATER SOLUTIONS	Service	3/10/2023	\$890.00
BAXTER & WOODMAN	Forest preserve discharge permit	3/10/2023	\$1,551.25
CDW GOVERNMENT INC	License, computer	3/10/2023	\$3,611.06
CHEMSEARCH	Premalube	3/10/2023	\$978.05
CHICAGOLAND PUMPS INC.	Dewatering pump	3/10/2023	\$2,509.38
CURRIE MOTORS	Van	3/10/2023	\$51,595.00
DREISILKER ELECTRIC MOTORS	Motor	3/10/2023	\$548.62
FERGUSON ENTERPRISES INC #1550	Brass pipe	3/10/2023	\$55.14
FIRST ENVIRONMENTAL LABS INC	Lab testing	3/10/2023	\$1,232.40
FLOLO CORPORATION	Pulley	3/10/2023	\$4,639.68
GRAINGER INC	Fan motor	3/10/2023	\$661.19
IDEAL CALIBRATIONS	Repair	3/10/2023	\$270.00
JOHN SAKASH COMPANY INC	Electric hoist chain lift	3/10/2023	\$4,402.50
KOMATSU FORKLIFT USA, LLC	Seat vinyl	3/10/2023	\$295.91
L.A. FASTENERS, INC	Hex nut	3/10/2023	\$20.02
LAI LTD	Dezurik valve	3/10/2023	\$4,955.00
LIBERTY PROCESS EQUIPMENT INC	Stator	3/10/2023	\$1,762.00
MCMMASTER-CARR	Riser clamp	3/10/2023	\$259.81
MENARDS	Hammer/ silt fence	3/10/2023	\$851.18
MIDLAND SCIENTIFIC INC	Lab supplies	3/10/2023	\$84.81
NEUCO INC	Actuator	3/10/2023	\$4,245.40
NICOR GAS	Gas	3/10/2023	\$4,401.72
POMP'S TIRE SERVICE, INC.	Tires	3/10/2023	\$2,149.91
RENTAL MAX LLC	Trencher	3/10/2023	\$308.00
SHEFFIELD SUPPLY & EQUIPMENT,	Service	3/10/2023	\$850.00
THE SHERWIN WILLIAMS CO	Paint	3/10/2023	\$85.90
TRANE US INC	V-belt	3/10/2023	\$14.20
VILLAGE OF BURR RIDGE	Meter reads	3/10/2023	\$2,496.25
VULCAN CONSTRUCTION MATERIALS	Stone	3/10/2023	\$514.90

	Public Works		
	Schedule of Claims		
	3/21/2023		
Pay Vendor Name	Description	Check Date	Amount
WATER PRODUCTS-AURORA	Valve	3/10/2023	\$3,159.50
WHITE CAP, L.P.	Orange silk fence	3/10/2023	\$115.58
DUPAGE WATER COMMISSION	Operation & maintenance	3/14/2023	\$67,236.40
HE, JUE	Refund for overpayment	3/14/2023	\$430.56
	Total		\$190,613.14

Facilities Management Department

Schedule of Purchases Under \$15,000

March 21, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23093	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$265.59
23194	Blackhawk Supply	Auto/Mach/Equip Parts	1000	1100	52250	\$212.12
23195	AHW LLC (Arends Hogan Walker LLC)	Auto/Mach/Equip Parts	1000	1102	52250	\$26.04
23196	Amazon.com LLC	Maintenance Supplies	1000	1100	52270	\$214.73
23197	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$258.76
23198	Office Depot (ODP Business Solutions, LLC)	Operating Supplies & Materials	1000	1100	52200	\$50.10
23200	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$318.46
23201	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$485.00
23202	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$879.46
23203	ILCA - Illinois Landscape Contractors Association	Dues & Memberships and Instruction & Schooling	1000	1100	53600 53610	\$822.45
23205	Office Depot (ODP Business Solutions, LLC)	Furn/Mach/Equip Small Value and Operating Supplies & Materials	1000	1100	52000 52200	\$32.75
23206	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$938.69
23207	AMS Industries, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$1,680.00
23208	Amazon.com LLC	Maintenance Supplies	1000	1100	52270	\$94.80
23209	Amazon.com LLC	Operating Supplies & Materials	1000	1100	52200	\$35.99
23210	McMaster-Carr	Fuel & Lubricants	1000	1100	52260	\$407.42
23211	Batteries Plus (Facil Investments)	Operating Supplies & Materials	1000	1100	52200	\$50.40
23212	Goding Electric Company	Furn/Mach/Equip Small Value	1000	1100	52000	\$1,045.60
23213	City of Wheaton	Other Contractual Expenses	1000	1100	53830	\$835.41
23214	Interstate All Battery Center	Maintenance Supplies	1000	1100	52270	\$455.90
23216	Amazon.com LLC	Maintenance Supplies	1000	1100	52270	\$33.98
23217	Barlow Mechanical Sales	Auto/Mach/Equip Parts	1000	1100	52250	\$1,393.00

Facilities Management Department

Schedule of Other Payments								
March 21, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5833-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	04/14/22	04/13/23	1000	1100	53300	\$1,930.00
5186-0001 SERV	AEP Energy, Inc	Utility - Electricity	12/12/22	01/12/23	1000	1100	53210	\$166,130.00
5410-0001 SERV	City of Wheaton	Utility - Water & Sewer	01/05/23	02/02/23	1000	1100	53220	\$26,732.03
6195-0001 SERV	Grainger	Operating Supplies & Materials, Auto/Mach/Equip Parts and Maintenance Supplies	12/14/22	12/31/23	1000	1100	52200 52250 52270	\$915.58
5116-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/10/21	01/31/23	1000	1100	52270	\$1,510.42
2837-0001 SERV	Knight E/A, Inc.	Building Improvements	07/02/22	12/31/22	6000	1220	54010	\$9,859.00
3782-0001 SERV	Kone, Inc.	Repair & Maintenance Facilities	02/01/23	02/28/23	1000	1100	53300	\$11,235.08
6042-0001 SERV	Lamp Incorporated	Building Improvements	12/01/22	12/31/22	6000	1220	54010	\$91,960.20
5448-0001 SERV	Mansfield Power and Gas LLC	Utility - Natural Gas	12/01/22	12/31/22	1000	1100	53200	\$157,009.97
5461-0001 SERV	Nicor Gas	Utility - Natural Gas	01/01/23	02/01/23	1000	1100	53200	\$21,602.00
5722-0001 SERV	Sheffield Safety & Loss Control, LLC	Other Professional Services	09/28/22	01/20/23	1000	1100	53090	\$75.00
6089-0001 SERV	SNI Solutions, Inc.	Maintenance Supplies	11/01/22	10/31/23	1000	1102	52270	\$12,320.00
5215-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	01/01/23	03/31/23	1000	1100	53300	\$17,920.00
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	09/01/22	09/30/22	6000	1220	54010	\$1,044,471.69



Budget Transfer

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

File #: 23-1167

Agenda Date: 3/21/2023

Agenda #: 7.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
 Company #

SEWER OPERATIONS
 From: Company/Accounting Unit Name

					Finance Dept Use Only		
Accounting Unit	Account	Sub-Account	Title	Amount	Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	53828		CONTINGENCIES	\$ 21,000.00	490,000.00	469,000.00	3/13/23
2555	54020		BUILDING CONSTRUCTION	\$ 600,000.00	1,461,538.00	861,538.00	3/13/23
2665	51080		WEARING APPAREL REIMBURSEMENT	\$ 14,000.00	18,630.00	4,630.00	3/13/23
2665	53610		INSTRUCTION & SCHOOLING	\$ 800.00	14,785.00	13,985.00	3/13/23
2640	53828		CONTINGENCIES	\$ 160,000.00	215,000.00	55,000.00	3/13/23
Total				\$ 795,800.00			

To: 2000
 Company #

SEWER OPERATIONS
 To: Company/Accounting Unit Name

					Finance Dept Use Only		
Accounting Unit	Account	Sub-Account	Title	Amount	Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	53010		ENGINEERING/ARCHITECTURAL SVC	\$ 20,000.00	(9,069.30)	10,930.70	3/13/23
2555	54010		BUILDING IMPROVEMENTS	\$ 600,000.00	(467,287.24)	132,712.76	3/13/23
2555	52220		WEARING APPAREL	\$ 14,000.00	450.00	13,550.00	3/13/23
2665	53803		MISCELLANEOUS MEETING EXPENSE	\$ 800.00	(751.90)	48.10	3/13/23
2555	53800		PRINTING	\$ 1,000.00	(774.00)	226.00	3/13/23
2640	53010		ENGINEERING/ARCHITECTURAL SVC	\$ 160,000.00	13,000.00	173,000.00	3/13/23
Total				\$ 795,800.00			

Reason for Request:

FY23 Budget transfer needed for Engineering for permitting and review. FY23 Budget transfer needed for Building Improvements for electrical project. FY23 Budget transfer needed for Wearing Apparel for employee uniforms. FY23 Budget transfer needed for Misc Meeting Expense for Safety Lunch. FY23 Budget transfer needed for Printing for encumbered contract for envelopes. FY23 Budget transfer needed for Engineering for lake water allocation and On-call engineering commitments.


 Department Head


 Chief Financial Officer

3/13/23
 Date
 3/13/23
 Date

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0055-23

Agenda Date: 3/21/2023

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO AL WARREN OIL COMPANY, INC.
TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
AND PUBLIC WORKS
(CONTRACT TOTAL NOT TO EXCEED \$1,750,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period April 1, 2023 through March 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works for the period April 1, 2023 through March 31, 2024, is hereby approved for issuance to Al Warren Oil Company, Inc. P. O. Box 2279, Hammond, Indiana 46323, for a contract total not to exceed \$1,750,000.00 (Division of Transportation \$1,000,000.00 and Public Works \$750,000.00); per low bid #23-011-DOT, subject to three (3) one-year renewals.

Enacted and approved this 28th day of March, 2023 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#:	RFP, BID, QUOTE OR RENEWAL #: #23-011-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$1,750,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$7,000,000.00
	CURRENT TERM TOTAL COST: \$1,750,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Al Warren Oil Co Inc.	VENDOR #:	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@dupageco.org
VENDOR CONTACT EMAIL: aberg@alwarrenoil.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-19	
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.). Requesting a contract purchase order to furnish and deliver Gasoline and Diesel Fuel on an as-needed basis for the Division of Transportation and Public Works. DOT in the amount of \$1,000,000.00, and Public Works in the amount of \$750,000.00 for a contract total not to exceed \$1,750,000.00 per low bid #23-011-DOT. This bid is subject to three (3) one-year renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide gasoline and diesel fuel for DuPage County owned and operated 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. 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: Al Warren Oil Co Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Arnie Berg	Email: aberg@alwarrenoil.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1646 Summer St.	City: Hammond	Address: 421 N. Count 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#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email: awocbilling@alwarrenoil.com	Attn: William Bell	Email: william.bell@dupageco.org
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 1, 2023	Contract End Date (PO25): Mar 31, 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		DOT - Gasoline & Diesel Fuel	FY23	1500	3520	52260		500,000.00	500,000.00
2	1	EA		DOT - Gasoline & Diesel Fuel	FY24	1500	3520	52260		500,000.00	500,000.00
3	1	EA		PW - Gasoline & Diesel Fuel	FY23	2000	2665	52260		450,000.00	450,000.00
4	1	EA		PW - Gasoline & Diesel Fuel	FY24	2000	2665	52260		300,000.00	300,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 1,750,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Gasoline and Diesel Fuel for the Division of Transportation in the amount of \$1,000,000.00 and Public Works in the amount of \$750,000.00 for a contract total not to exceed \$1,750,000.00.
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, Sandra Martinez, Amy Arlowe, Mike Figuray and Bill Bell.
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
GASOLINE AND DIESEL FUEL 23-011-DOT
BID TABULATION

NO.	ITEM	UOM	QTY	AL WARREN OIL CO.			Petroleum Traders Corporation			Offen Petroleum		
				MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819457	0.0450	\$ 2.3905	\$ 1,958,911.96	0.0595	\$ 2.4050	\$ 1,970,794.09	0.0699	\$ 2.4154	\$ 1,979,316.44
2	Gasoline - 89 Octane*	GAL	558000	-0.0165	\$ 2.5805	\$ 1,439,919.00	0.0295	\$ 2.6265	\$ 1,465,587.00	0.0699	\$ 2.6669	\$ 1,488,130.20
3	Ultra-Low Sulfur Diesel #1**	GAL	16458	0.2000	\$ 3.9407	\$ 64,856.04	0.0521	\$ 3.7928	\$ 62,421.90	0.0625	\$ 3.8032	\$ 62,593.07
4	Ultra-Low Sulfur Diesel #2**	GAL	337500	0.0450	\$ 3.0180	\$ 1,018,575.00	0.0521	\$ 3.0251	\$ 1,020,971.25	0.0625	\$ 3.0355	\$ 1,024,481.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97500	0.0450	\$ 3.0606	\$ 298,408.50	0.0721	\$ 3.0451	\$ 296,897.25	0.0900	\$ 3.1056	\$ 302,796.00
6	Ultra-Low Sulfur Diesel Blended	GAL	61000	0.0450	\$ 3.1715	\$ 193,461.50	0.0521	\$ 3.1019	\$ 189,215.90	0.0625	\$ 3.0355	\$ 185,165.50
7	Biodiesel - B2	GAL	88600	0.0450	\$ 3.0305	\$ 268,502.30	0.0521	\$ 3.0376	\$ 269,131.36	0.0625	\$ 3.0480	\$ 270,052.80
8	Biodiesel - B5	GAL	165462	0.0450	\$ 3.0381	\$ 502,690.10	0.0521	\$ 3.0452	\$ 503,864.88	0.0625	\$ 3.0556	\$ 505,585.69
9	Biodiesel - B11	GAL	15000	0.0450	\$ 3.0381	\$ 45,571.50	0.0521	\$ 3.0402	\$ 45,603.00		NO BID	
10	Biodiesel - B20	GAL	60000	0.0450	\$ 3.0431	\$ 182,586.00	0.0521	\$ 3.0502	\$ 183,012.00	0.0625	\$ 3.0606	\$ 183,636.00
11	Off-Road Diesel with Winter Additive	GAL	100000	0.1000	\$ 3.1206	\$ 312,060.00	0.0721	\$ 3.0501	\$ 305,010.00	0.0900	\$ 3.1205	\$ 312,050.00
12	Off-Road Diesel	GAL	26473	0.1000	\$ 3.0780	\$ 81,483.89	0.0521	\$ 3.0301	\$ 80,215.84	0.0625	\$ 3.0930	\$ 81,880.99
13	Biocide Additive	GAL		0.0500			0.0400				NO BID	
GRAND TOTAL					\$	6,367,025.80			\$	6,392,724.47		\$ 6,395,687.93

NOTES

1) Price is reflective of OPIS LOW Chicago Rack Base Published price list for January 14, 2023.

2) Offen Petroleum a) provided a price of \$3.1056/gal on line 5. When extended pricing was adjusted from \$306,769.00 to \$306,796.00 and b) Grand Total adjusted to \$6,395,687.93.

Bid Opening 2/28/2023 @ 2:30 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	3
Total Bid Responses	5

Campbell Transport LLC.			Pilot Travel Centers LLC dba Saratoga Rack Marketing LLC		
MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
0.0757	\$ 2.4212	\$ 1,984,086.91	0.0119	\$ 2.3574	\$ 1,931,787.93
0.0757	\$ 2.6727	\$ 1,491,378.60		NO BID	
0.0757	\$ 3.8164	\$ 62,810.67		NO BID	
0.0757	\$ 3.0487	\$ 1,028,943.51		NO BID	
0.0757	\$ 3.0913	\$ 301,403.85		NO BID	
0.0757	\$ 3.2023	\$ 195,337.95		NO BID	
0.0757	\$ 3.0612	\$ 271,224.22		NO BID	
0.0757	\$ 3.0688	\$ 507,773.34		NO BID	
0.0757	\$ 3.0638	\$ 45,957.32		NO BID	
0.0757	\$ 3.0738	\$ 184,429.29		NO BID	
0.0757	\$ 3.0963	\$ 309,632.15		NO BID	
0.0757	\$ 3.0537	\$ 80,841.17		NO BID	
1.5000				NO BID	
		\$ 6,463,818.97			\$ 1,931,787.93

**SECTION 9 - MANDATORY FORM
GASOLINE AND DIESEL FUEL 23-011-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Al Warren Oil Co Inc.		
Main Business Address	1646 Summer St.		
City, State, Zip Code	Hammond IN 46320		
Telephone Number	630-484-4368	Email Address	aberg@alwarrenoil.com
Bid Contact Person	Arnie Berg		

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>Thomas A. Warren</u> (President or Partner)	<u>Thomas A. Warren</u> (Vice-President or Partner)
<u>Lawrence A. Piszczor</u> (Secretary or Partner)	<u>Thomas A. Warren</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. 1, 2, 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.

SECTION 7 - BID FORM PRICING

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	\$ 2.2887	+ .045 %	\$ 2.3337	\$ 1,912,366.80
2	Gasoline - 89 Octane*	GAL	558,000	\$ 2.5167	< .0165 %	\$ 2.5002	\$ 1,395,111.60
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	\$ 3.9798	+ .2000 %	\$ 4.1798	\$ 68,791.15
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	\$ 2.9585	+ .0450 %	\$ 3.0035	\$ 1,013,681.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	\$ 3.0021	+ .0450 %	\$ 3.0471	\$ 297,090.25
6	Ultra-Low Sulfur Diesel Blended 80/20	GAL	61,000	\$ 3.1628	+ .0450 %	\$ 3.2078	\$ 195,675.80
7	Biodiesel - B2	GAL	88,600	\$ 2.9555	+ .0450 %	\$ 3.0005	\$ 265,844.30
8	Biodiesel - B5	GAL	165,462	\$ 2.9530	+ .0450 %	\$ 2.9980	\$ 496,055.08
9	Biodiesel - B11	GAL	15,000	\$ 2.9640	+ .0450 %	\$ 3.0090	\$ 45,135.00
10	Biodiesel - B20	GAL	60,000	\$ 2.9855	+ .0450 %	\$ 3.0305	\$ 181,830
11	Off-Road Diesel with Winter Additive	GAL	100,000	\$ 3.0154	+ .1000 %	\$ 3.1154	\$ 311,540
12	Off-Road Diesel	GAL	26,473	\$ 2.9635	+ .1000 %	\$ 3.0635	\$ 81,100.04
13	Biocide Additive	GAL		\$	+ .0500 %	\$	\$
If a discount of OPIS Price, please note _____							
GRAND TOTAL							\$ 6,264,223.37
GRAND TOTAL (In words) Six Million two hundred sixty four thousand two hundred twenty three + 37/100 thirty seven cents							

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.

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

CF0

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 23rd day of FEBRUARY AD, 20 23

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	AWOC Billing@alwarrenoil.com
ADDRESS	1646 Summer St.	ADDRESS	P.O. Box 2279
CITY ST ZIP	Hammond IN 46320	CITY ST ZIP	Hammond IN 46323
TX	630-484-4368	TX	219-228-5060
FX	630-971-8301	FX	219-852-6010
EMAIL	a.berg@alwarrenoil.com	EMAIL	awocbilling@alwarrenoil.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
Various Locations		Various Locations	

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



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: 2/23/23

Bid/Contract/PO #: has + final 23-011 - FM

Company Name: <u>Al Warren Oil Co Inc.</u>	Company Contact: <u>Arne Berg</u>
Contact Phone: <u>630-484-4368</u>	Contact Email: <u>aberg@alwarrenoil.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:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that:

Authorized Signature

Signature on File

Printed Name

Jeffery H. Szejda

Title

CEO

Date

2/23/23

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-0053-23

Agenda Date: 3/21/2023

Agenda #: 8.B.

AWARDING RESOLUTION
ISSUED TO DYNAMIC INDUSTRIAL SERVICES INC.,
TO PROVIDE FUEL TANK REHAB PAINTING AT THE POWER PLANT,
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$46,000.00)

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 Dynamic Industrial Services Inc., to provide fuel tank rehab painting at the Power Plant, for the period March 29, 2023 through November 30, 2023, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, provide fuel tank rehab painting at the Power Plant, for the period March 29, 2023 through November 30, 2023, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to Dynamic Industrial Services Inc., 3546 Ridge Rd Suite 2C, Lansing, IL 60438, for a contract total amount not to exceed \$46,000.00, per lowest responsible bid #23-039-FM.

Enacted and approved this 28th day of March, 2023 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#: 23-1070	RFP, BID, QUOTE OR RENEWAL #: 23-039-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$46,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$46,000.00
	CURRENT TERM TOTAL COST: \$46,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Dynamic Industrial Services Inc.	VENDOR #: 33093	DEPT: Facilities Management	DEPT CONTACT NAME: Jeffrey Sandt
VENDOR CONTACT: DeDe Bairaktaris	VENDOR CONTACT PHONE: 708-665-4415	DEPT CONTACT PHONE #: 630-878-0978	DEPT CONTACT EMAIL: jeffrey.sandt@dupageco.org
VENDOR CONTACT EMAIL: info@dynamicind.net	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 Dynamic Industrial Services Inc., to provide fuel tank rehab painting at the Power Plant, for Facilities Management, for the period March 29, 2023, through November 30, 2023, for a total contract amount not to exceed \$46,000.00, per lowest responsible bid 23-039-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Due to the outer metal that is exposed to the elements and rusting, the original factory paint is very thin and breaking down. In order to keep the tank and base in good operating condition we need to have the surfaces prepped and properly painted / sealed to prevent weather damage, and ensure the tank and base will remain safe for use.			

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: Dynamic Industrial Services Inc.	Vendor#: 33093	Dept: Facilities Management	Division:
Attn: DeDe Bairaktaris	Email: info@dynamicind.net	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 3546 Ridge Rd Suite 2C	City: Lansing	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60438	State: IL	Zip: 60187
Phone: 708-665-4415	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Dynamic Industrial Services Inc.	Vendor#: 33093	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Jeffrey Sandt	Email: jeffrey.sandt@dupageco.org
Address: 3546 Ridge Rd Suite 2C	City: Lansing	Address: 410 N. County Farm Road	City: Wheaton
State: IL	Zip: 60438	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-878-0978	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 29, 2023	Contract End Date (PO25): Nov 30, 2023
Contract Administrator (PO25): Cathie Figlewski			

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		Fuel Tank Rehab Painting	FY23	6000	1220	54010	2204603- 54010	46,000.00	46,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 46,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide fuel tank rehab painting 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 invoice 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: 03/21/23 County Board: 03/28/23 Job #22-04603
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
POWER PLANT FUEL TANK PAINT REHAB 23-039-FM
BID TABULATION

✓

				DYNAMIC INDUSTRIAL SERVICES INC	
NO.	ITEM	UOM	QTY	PRICE	
1	EXTERIOR TANK REPAINT	LS	1	\$	42,500.00
2	CONCRETE FOUNDATION COATING APPLICATION	LS	1	\$	3,500.00
GRAND TOTAL				\$	46,000.00

NOTES

Bid Opening 02/21/2023	NE, DW
Invitations Sent	6
Total Vendors Requesting Documents	0
Total Bid Responses	1

SECTION 7 - BID FORM PRICING

NO	ITEM	UOM	QTY	PRICE
1	EXTERIOR TANK REPAINT	LS	1	\$ 42,500.00
2	CONCRETE FOUNDATION COATING APPLICATION	LS	1	\$ 3,500.00
SUB-TOTAL				\$ 46,000.00
GRAND TOTAL				\$ 46,000.00

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**

(Signature and Title)

Vice President

CORPORATE SEAL
(If available)

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

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

Signature on File

My Commission Expires:

04/07/2030

U

(Notary Public)



JENNIFER TABERNACKI
Notary Public, State of Indiana
Lake County
Commission # NP0740375
My Commission Expires
04/07/2030

SEAL

SECTION 9 - MANDATORY FORM
POWER PLANT FUEL TANK PAINT REHAB 23-039-FM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	DYNAMIC INDUSTRIAL SERVICES INC.		
Main Business Address	3546 RIBE RO SATE 2C		
City, State, Zip Code	LANSING IL 60455		
Telephone Number	708-665-4415	Email Address	INFO@DYNAMICINCPET
Bid Contact Person	DEDE BAIKATARI		

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:

Alfred K. Baikataris
(President or Partner)

Antoniuk Baikataris
(Vice-President or Partner)

Alfred K. Baikataris
(Secretary or Partner)

Antoniuk Baikataris
(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. N/A and N/A 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	<i>DYNAMIC INDUSTRIAL SERVICES</i>	NAME	<i>DYNAMIC INDUSTRIAL SERVICES</i>
CONTACT	<i>DeDe Baisden</i>	CONTACT	<i>DeDe Baisden</i>
ADDRESS	<i>3546 Pike Rd Suite 2C</i>	ADDRESS	<i>3546 Pike Rd Suite 2C</i>
CITY ST ZIP	<i>Lansing IL 60438</i>	CITY ST ZIP	<i>Lansing IL 60438</i>
TX	<i>708-665-4415</i>	TX	<i>708-665-4415</i>
FX	<i>708-665-4415 option 2</i>	FX	<i>708-665-4415 option 2</i>
EMAIL	<i>info@dynamind.com</i>	EMAIL	<i>info@dynamind.com</i>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		DuPage County 410 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: catherine.figlewski2@dupageco.org	

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



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: 2-18-23

Bid/Contract/PO #:

Company Name: <u>DYNAMIC INDUSTRIAL SERVICES</u>	Company Contact: <u>DeDe Bainetanis</u>
Contact Phone: <u>708-665-4413</u>	Contact Email: <u>info@dynamicind.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 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

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:

<https://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

DeDe Bainetanis

Title

Vice President

Date

2-18-2023

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-0059-23

Agenda Date: 3/21/2023

Agenda #: 8.C.

AWARDING RESOLUTION
ISSUED TO FACILITY GATEWAY CORPORATION
TO PROVIDE UPS PREVENTIVE MAINTENANCE
AND ON-CALL EMERGENCY REPAIR SERVICE AS-NEEDED
FOR FACILITIES MANAGEMENT
AND THE EMERGENCY TELEPHONE SYSTEM BOARD (ETSB)
(CONTRACT TOTAL NOT TO EXCEED \$74,773.30)

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 Facility Gateway Corporation, to provide uninterrupted power supply (UPS) preventive maintenance and on-call emergency repair service as-needed, for the period April 1, 2023 through March 31, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide uninterrupted power supply (UPS) preventive maintenance and on-call emergency repair service as-needed, for the period April 1, 2023 through March 31, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Facility Gateway Corporation, 4916 E. Broadway, Madison, WI, 53716, for a total contract amount not to exceed \$74,773.30, per lowest responsible bid #23-031-FM. (\$33,844.30 for Facilities Management and \$40,929.00 for ETSB)

Enacted and approved this 28th day of March, 2023 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#: 23-1121	RFP, BID, QUOTE OR RENEWAL #: 23-031-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$74,773.30
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$149,546.60
	CURRENT TERM TOTAL COST: \$74,773.30	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Facility Gateway Corporation	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Rob Quigley
VENDOR CONTACT: Sara Hill	VENDOR CONTACT PHONE: 1-608-838-4969	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: rob.quigley@dupaheco.org
VENDOR CONTACT EMAIL: shull@facilitygateway.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 Facility Gateway Corporation, to provide uninterrupted power supply (UPS) preventive maintenance and on-call emergency repair service as needed, for Facilities Management and the Emergency Telephone System Board (ETSB), for the two-year period April 1, 2023 through March 31, 2025, for a total contract amount not to exceed \$74,773.30, per lowest responsible bid #23-031-FM. (\$33,844.30 for Facilities Management and \$40,929.00 for ETSB)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Information Technology, Standby Power Facility, Power Plant, Sheriff, DU-COMM, ETSB and the Addison Consolidated Dispatch Center (ACDC) need assurance that their uninterrupted power supply (UPS) is in good working order in case of a power outage.			

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: Facility Gateway Corporation	Vendor#:	Dept: Facilities Management	Division:
Attn: Sara Hull	Email: shull@facilitygateway.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 4916 E. Broadway	City: Madison	Address: 421 N. County Farm Road	City: Wheaton
State: WI	Zip: 53716	State: IL	Zip: 60187
Phone: 608-838-4696	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Facility Gateway Corporation	Vendor#:	Dept: Facilities Management / ETSB	Division:
Attn:	Email:	Attn: Rob Quigley	Email: rob.quigley@dupageco.org
Address: 4916 E. Broadway	City: Madison	Address: various locations	City: Wheaton
State: WI	Zip: 53716	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 1, 2023	Contract End Date (PO25): Mar 31, 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		UPS PM & EMG REPAIR - FM	FY23	1000	1100	53300		11,892.72	11,892.72
2	1	LO		UPS PM & EMG REPAIR - ETSB	FY23	4000	5820	53370		20,162.00	20,162.00
3	1	LO		UPS PM & EMG REPAIR - FM	FY24	1000	1100	53300		11,892.72	11,892.72
4	1	LO		UPS PM & EMG REPAIR - ETSB	FY24	4000	5820	53370		19,283.88	19,283.88
5	1	LO		UPS PM & EMG REPAIR - FM	FY25	1000	1100	53300		10,058.86	10,058.86
6	1	LO		UPS PM & EMG REPAIR - ETSB	FY25	4000	5820	53370		1,483.12	1,483.12
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 74,773.30

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide uninterrupted power supply (UPS) preventive maintenance and on-call emergency repair service as needed, for Facilities Management and the Emergency Telephone System Board (ETSB).
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, and Eve Krause
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 03/21/23 County Board: 03/28/23 ETSB:
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
UPS PM & ON-CALL EMERGENCY SERVICE 23-031-FM
BID TABULATION**

				Facility Gateway Corp.		MCS OpCo LLC dba Weissco Power	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	UPS Unit #1 Eaton Powerware Model 9390-80 - 80kVa	EA	4	\$ 351.47	\$ 1,405.88	\$ 488.00	\$ 1,952.00
2	UPS Unit #2 Mitsubishi Model 9900A - 150kVa	EA	4	\$ 398.65	\$ 1,594.60	\$ 488.00	\$ 1,952.00
3	UPS Unit #3 APC 30kVa Battery Quantity	EA	4	\$ 351.47	\$ 1,405.88	\$ 488.00	\$ 1,952.00
4	UPS Unit #4 Eaton Power Xpert Model 9395-275 - 225kVa	EA	4	\$ 445.40	\$ 1,781.60	\$ 488.00	\$ 1,952.00
5	UPS Unit #5 Powerware Model PW9170 - 18kVa	EA	4	\$ 286.87	\$ 1,147.48	\$ 488.00	\$ 1,952.00
6	UPS Unit #6 Mitsubishi Electric Model M9700 - 150kVa	EA	4	\$ 398.95	\$ 1,595.80	\$ 488.00	\$ 1,952.00
7	UPS Unit #7 Liebert Model 51SA150HAA00S99 - 150kVa	EA	4	\$ 398.65	\$ 1,594.60	\$ 488.00	\$ 1,952.00
8	UPS Unit #8 Liebert Model 51SA150HAA00L04 - 150kVa	EA	4	\$ 398.65	\$ 1,594.60	\$ 488.00	\$ 1,952.00
9	UPS Unit #8 Liebert Model 51SA150HAA00L04 - 150kVa	EA	4	\$ 286.87	\$ 1,147.48	\$ 488.00	\$ 1,952.00
LABOR RATE AND SERVICE CALLOUTS							
10	Monday - Friday	HR	60	\$ 105.00	\$ 6,300.00	\$ 165.00	\$ 9,900.00
11	Saturday	HR	20	\$ 157.50	\$ 3,150.00	\$ 195.00	\$ 3,900.00
12	Sunday and Holidays	HR	20	\$ 185.00	\$ 3,700.00	\$ 225.00	\$ 4,500.00
13	Callout/Service Call Charge	HR	5	\$ 105.00	\$ 525.00	\$ 500.00	\$ 2,500.00
NO	ITEM	EST. AMOUNT		% ADJUSTMENT	EXTENDED PRICE	% ADJUSTMENT	EXTENDED PRICE
14	PARTS MARKUP	\$10,000.00		10.00%	\$ 11,000.00	20.00%	\$ 12,000.00
GRAND TOTAL					\$ 37,942.92		\$ 50,368.00

NOTES

1) There are four (4) changes for Facility Gateway Corp. Bid Tab:

- a) Item 1 when multiplied out resulted in an adjusted Extended Price with a decrease of (\$0.02) - \$351.47 x 4 = \$1,405.88.
- b) Item 3 when multiplied out resulted in an adjusted Extended Price with a decrease of (\$0.02) - \$351.47 x 4 = \$1,405.88.
- c) Item 5 when multiplied out resulted in an adjusted Extended Price with a decrease of (\$0.02) - \$286.87 x 4 = \$1,147.48.
- d) Item 9 when multiplied out resulted in an adjusted Extended Price with a decrease of (\$0.02) - \$286.87 x 4 = \$1,147.48.
- e) Resulting adjusted Grand Total with a decrease of (\$0.08) from \$37,943.00 to \$37,942.92.

Bid Opening 3/9/2023 @ 2:30 PM	VC, DW
Invitations Sent	14
Total Vendors Requesting Documents	0
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

Pricing is for semi-annual inspections for the full two (2) year contract term.

FACILITIES MANAGEMENT					
NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	UPS Unit #1: Eaton Powerware Model 9390-80 - 80kVa Serial # EW301CAA01 Battery Quantity:72 Location: DuPage County Administration Building 421 N. County Farm Rd. Wheaton, IL Building #1	EA	4	\$ 351.47	\$ 1405.90
2	UPS Unit #2: Mitsubishi Model 9900A - 150kVa Serial # 13-7M74380-04 Battery Quantity:80 Location: DuPage County Administration Building 421 N. County Farm Rd. Wheaton, IL Building #1	EA	4	\$ 398.65	\$ 1594.60
3	UPS Unit #3 APC 30kVa Battery Quantity:80 Location: DuPage County Standby Generator Facility 416 N. County Farm Rd. Wheaton, IL Building #58	EA	4	\$ 351.47	\$ 1405.90
4	UPS Unit #4 Eaton Power Xpert Model 9395-275 - 225kVa Serial # EQ 386BBA02 Battery Quantity:17 Location: DuPage County Power Plant 410 N. County Farm Rd Wheaton, IL Building #3	EA	4	\$ 445.40	\$ 1781.60
5	UPS Unit #5 Powerware Model PW9170 - 18kVa Battery Quantity:8 Location: DuPage County Sheriff 501 N. County Farm Rd Wheaton, IL Building #29	EA	4	\$ 286.87	\$ 1147.50

ETSB					
NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
6	UPS Unit #6 Mitsubishi Electric Model M9700 - 150kVa Serial # 7M74823-01 Battery Quantity:180 Location: Addison Consolidated Dispatch Center 1471 Jeffrey Drive, Addison, IL	EA	4	\$ 398.95	\$ 1595.80
7	UPS Unit #7 Liebert Model 51SA150HAA00S99 - 150kVa Serial # M17L4L003 Battery Quantity:144 Location: DU-COMM 420 County Farm Rd, Wheaton, IL Building #60	EA	4	\$ 398.65	\$ 1594.60
8	UPS Unit #8 Liebert Model 51SA150HAA00L04 - 150kVa Serial # M17L4L005 Battery Quantity:144 Location: DU-COMM 420 County Farm Rd, Wheaton, IL Building #60	EA	4	\$ 398.65	\$ 1594.60
9	UPS Unit #9 Liebert Model 47SA015BACH0W80 - 15kVa Serial M14K530024 Battery Quantity: 24 Location: DU-COMM 420 County Farm Rd, Wheaton, IL Building #60	EA	4	\$ 286.87	\$ 1147.50
LABOR RATE AND SERVICE CALLOUTS					
8	Monday- Friday	HR	60	\$ 105.00	\$ 6,300.00
9	Saturday	HR	20	\$ 157.50	\$ 3,150.00
10	Sunday and Holidays	HR	20	\$ 185.00	\$ 3,700.00
11	Callout/Service Call Charge x 5 Calls per year NOTE: No other mileage or travel time shall be allowed	HR	5	\$ 105.00	\$ 525.00

PARTS MARKUP				
NO	ITEM	EST AMOUNT	% OF ADJUSTMENT (-, +)	EXTENDED PRICE
12	PARTS MARKUP Parts Markup from Contractors Cost: \$10,000.00 X 20% of Markup = (The Contractor must provide OEM/Part source invoices). Example: \$10,000.00 x 10% Markup = \$11,000.00	\$10,000.00	10 %	\$ 11,000.00
GRAND TOTAL				\$ 37,943.00

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 _____ day of _____ AD, 20_____

(Notary Public) My Commission Expires: _____

SEAL

SECTION 9 - MANDATORY FORM
UPS PM & ON-CALL EMERGENCY SERVICE 23-031-FM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Facility Gateway Corporation		
Main Business Address	4916 E. Broadway		
City, State, Zip Code	Madison, WI 53716		
Telephone Number	1-866-432-1711	Email Address	shull@facilitygateway.com
Bid Contact Person	Sara Hull		

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:

Signature on File

(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. 1, _____, _____, 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	Facility Gateway Corporation	NAME	Facility Gateway Corporation
CONTACT	Sara Hull	CONTACT	Nicole Nottestad
ADDRESS	4916 E. Broadway	ADDRESS	4916 E. Broadway
CITY ST ZIP	Madison, WI 53716	CITY ST ZIP	Madison, WI 53716
TX		TX	
FX	1-608-838-4969	FX	1-608-838-4969
EMAIL	shull@facilitygateway.com	EMAIL	accounting@facilitygateway.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County - Facilities Management* 421 N. County Farm Rd, 2-700 Wheaton, IL 60187 Email: FMAccountsPayable@dupageco.org		DuPage County Facilities Management/ETSB Attn: Rob Quigley 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5564	

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

Invoicing Instructions:

*Please invoice Facilities Management and ETSB separately according to release issued.



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: 3/3/2023

Bid/Contract/PO #: 23-031-FM Bid document

Company Name: Facility Gateway Corporation	Company Contact: Jay Lecy
Contact Phone: 1-866-432-1711 Ext 303	Contact Email: jlecy@facilitygateway.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 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

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:

<https://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

Jay Lecy

Title

GM

Date

3/3/2023

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-0054-23

Agenda Date: 3/21/2023

Agenda #: 8.D.

AWARDING RESOLUTION
ISSUED TO PETROLEUM TRADERS CORPORATION
TO FURNISH AND DELIVER OFF-ROAD DIESEL FUEL
AS NEEDED FOR THE POWER PLANT AND STANDBY POWER FACILITY
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$101,000.00)

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 Petroleum Traders Corporation, to furnish and deliver off-road diesel fuel, as needed, for the Power Plant and Standby Power Facility, for the period April 1, 2023 through March 31, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and off-road diesel fuel, as needed, for the Power Plant and Standby Power Facility, for the period April 1, 2023 through March 31, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Petroleum Traders Corporation, P.O. Box 2357, Fort Wayne, IN 46801-2357, for a total contract amount not to exceed \$101,000.00, per lowest responsible bid #23-011-DOT.

Enacted and approved this 28th day of March, 2023 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#: 23-1075	RFP, BID, QUOTE OR RENEWAL #: 23-011-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$101,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$404,000.00
	CURRENT TERM TOTAL COST: \$101,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Petroleum Traders Corporation	VENDOR #: 30686	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Joseph Vanderpool	VENDOR CONTACT PHONE: 260-203-3920	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: jvanderpool@petroleumtraders.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 Petroleum Traders Corporation, to furnish and deliver off road diesel fuel, as needed, for the Power Plant and Standby Power Facility, for the period April 1, 2023 through March 31, 2024, for Facilities Management, for a contract total not to exceed \$101,000.00, per lowest responsible bid #23-011-DOT.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Fuel is necessary for the operation of the Power Plant and Standby Power Facility for scheduled testing and for continuity of operation in the event of a power outage.			

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: Petroleum Traders Corporation	Vendor#: 30686	Dept: Facilities Management	Division:
Attn: Joseph Vanderpool	Email: jvanderpool@petroleumtraders.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 7120 Pointe Inverness Way PO Box 2357	City: Fort Wayne	Address: 421 N. County Farm Road	City: Wheaton
State: IN	Zip: 46801-2357	State: IL	Zip: 60187
Phone: 888-637-7661	Fax: 260-203-3820	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Petroleum Traders Corporation	Vendor#: 30686	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Jeffrey Sandt	Email: jeffrey.sandt@dupageco.org
Address: 7120 Pointe Inverness Way PO Box 2357	City: Fort Wayne	Address: 410 N. County Farm Road	City: Wheaton
State: IN	Zip: 46801-2357	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-878-0978	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2023	Contract End Date (PO25): Mar 31, 2024
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		Fuel & Lubricants	FY23	1000	1100	52260		1,000.00	1,000.00
2	1	LO		Fuel & Lubricants	FY24	1000	1100	52260		100,000.00	100,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 101,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver off road diesel fuel for the Power Plant and Standby Power Facility, as needed, 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: 03/21/23 County Board: 03/28/23
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

SECTION 7 - BID FORM PRICING

using pricing of 1/14/2023 since
1/15/2023 is a Sunday and OPIS
does not post on Sunday
January 15, 2023

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	\$ 2.3455	+ .0595 %	\$ 2.4050	\$ 1,970,794.09
2	Gasoline - 89 Octane*	GAL	558,000	\$ 2.5970	+ .0295 %	\$ 2.6265	\$ 1,465,587.00
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	\$ 3.7407	+ .0521 %	\$ 3.7928	\$ 62,421.90
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	\$ 2.9730	+ .0521 %	\$ 3.0251	\$ 1,020,971.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	\$ 2.9730	+ .0721 %	\$ 3.0451	\$ 296,897.25
6	Ultra-Low Sulfur Diesel Blended	GAL	61,000	90% #2 + 10% #1 price: \$ 3.0498	+ .0521 %	\$ 3.1019	\$ 189,215.90
7	Biodiesel - B2	GAL	88,600	\$ 2.9855	+ .0521 %	\$ 3.0376	\$ 269,131.36
8	Biodiesel - B5	GAL	165,462	\$ 2.9931	+ .0521 %	\$ 3.0452	\$ 503,864.88
9	Biodiesel - B11	GAL	15,000	\$ 2.9881	+ .0521 %	\$ 3.0402	\$ 45,603.00
10	Biodiesel - B20	GAL	60,000	\$ 2.9981	+ .0521 %	\$ 3.0502	\$ 183,012.00
11	Off-Road Diesel with Winter Additive	GAL	100,000	\$ 2.9780	+ .0721 %	\$ 3.0501	\$ 305,010.00
12	Off-Road Diesel	GAL	26,473	\$ 2.9780	+ .0521 %	\$ 3.0301	\$ 80,215.84
13	Biocide Additive	GAL		\$	+ .0400 %	\$	\$.04 per applicable gallon
If a discount of OPIS Price, please note <u>N/A</u>							
GRAND TOTAL							\$ 6,392,724.47
GRAND TOTAL Six million, three hundred ninety two thousand, seven hundred twenty four dollars and forty seven cents (In words)							

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
GASOLINE AND DIESEL FUEL 23-011-DOT
BID TABULATION

NO.	ITEM	UOM	QTY	AL WARREN OIL CO.			Petroleum Traders Corporation			Offen Petroleum		
				MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819457	0.0450	\$ 2.3905	\$ 1,958,911.96	0.0595	\$ 2.4050	\$ 1,970,794.09	0.0699	\$ 2.4154	\$ 1,979,316.44
2	Gasoline - 89 Octane*	GAL	558000	-0.0165	\$ 2.5805	\$ 1,439,919.00	0.0295	\$ 2.6265	\$ 1,465,587.00	0.0699	\$ 2.6669	\$ 1,488,130.20
3	Ultra-Low Sulfur Diesel #1**	GAL	16458	0.2000	\$ 3.9407	\$ 64,856.04	0.0521	\$ 3.7928	\$ 62,421.90	0.0625	\$ 3.8032	\$ 62,593.07
4	Ultra-Low Sulfur Diesel #2**	GAL	337500	0.0450	\$ 3.0180	\$ 1,018,575.00	0.0521	\$ 3.0251	\$ 1,020,971.25	0.0625	\$ 3.0355	\$ 1,024,481.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97500	0.0450	\$ 3.0606	\$ 298,408.50	0.0721	\$ 3.0451	\$ 296,897.25	0.0900	\$ 3.1056	\$ 302,796.00
6	Ultra-Low Sulfur Diesel Blended	GAL	61000	0.0450	\$ 3.1715	\$ 193,461.50	0.0521	\$ 3.1019	\$ 189,215.90	0.0625	\$ 3.0355	\$ 185,165.50
7	Biodiesel - B2	GAL	88600	0.0450	\$ 3.0305	\$ 268,502.30	0.0521	\$ 3.0376	\$ 269,131.36	0.0625	\$ 3.0480	\$ 270,052.80
8	Biodiesel - B5	GAL	165462	0.0450	\$ 3.0381	\$ 502,690.10	0.0521	\$ 3.0452	\$ 503,864.88	0.0625	\$ 3.0556	\$ 505,585.69
9	Biodiesel - B11	GAL	15000	0.0450	\$ 3.0381	\$ 45,571.50	0.0521	\$ 3.0402	\$ 45,603.00	NO BID		
10	Biodiesel - B20	GAL	60000	0.0450	\$ 3.0431	\$ 182,586.00	0.0521	\$ 3.0502	\$ 183,012.00	0.0625	\$ 3.0606	\$ 183,636.00
11	Off-Road Diesel with Winter Additive	GAL	100000	0.1000	\$ 3.1206	\$ 312,060.00	0.0721	\$ 3.0501	\$ 305,010.00	0.0900	\$ 3.1205	\$ 312,050.00
12	Off-Road Diesel	GAL	26473	0.1000	\$ 3.0780	\$ 81,483.89	0.0521	\$ 3.0301	\$ 80,215.84	0.0625	\$ 3.0930	\$ 81,880.99
13	Biocide Additive	GAL		0.0500			0.0400				NO BID	
GRAND TOTAL						\$ 6,367,025.80			\$ 6,392,724.47			\$ 6,395,687.93

NOTES

- 1) Price is reflective of OPIS LOW Chicago Rack Base Published price list for January 14, 2023.
2) Offen Petroleum a) provided a price of \$3.1056/gal on line 5. When extended pricing was adjusted from \$306,769.00 to \$306,796.00 and b) Grand Total adjusted to \$6,395,687.93.

Bid Opening 2/28/2023 @ 2:30 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	3
Total Bid Responses	5

Campbell Transport LLC.			Pilot Travel Centers LLC dba Saratoga Rack Marketing LLC		
MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
0.0757	\$ 2.4212	\$ 1,984,086.91	0.0119	\$ 2.3574	\$ 1,931,787.93
0.0757	\$ 2.6727	\$ 1,491,378.60		NO BID	
0.0757	\$ 3.8164	\$ 62,810.67		NO BID	
0.0757	\$ 3.0487	\$ 1,028,943.51		NO BID	
0.0757	\$ 3.0913	\$ 301,403.85		NO BID	
0.0757	\$ 3.2023	\$ 195,337.95		NO BID	
0.0757	\$ 3.0612	\$ 271,224.22		NO BID	
0.0757	\$ 3.0688	\$ 507,773.34		NO BID	
0.0757	\$ 3.0638	\$ 45,957.32		NO BID	
0.0757	\$ 3.0738	\$ 184,429.29		NO BID	
0.0757	\$ 3.0963	\$ 309,632.15		NO BID	
0.0757	\$ 3.0537	\$ 80,841.17		NO BID	
1.5000				NO BID	
		\$ 6,463,818.97			\$ 1,931,787.93



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: 2/27/2023

Bid/Contract/PO #: 23-011-FM

Company Name: Petroleum Traders Corporation	Company Contact: Joseph Vanderpool
Contact Phone: 888-637-7661	Contact Email: jvanderpool@petroleumtraders.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 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

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:

<https://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

Linda Stephens

Title

Vice President

Date

2/27/2023

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-0052-23

Agenda Date: 3/21/2023

Agenda #: 9.A.

ISSUED TO A&P GREASE TRAPPERS, INC.
FOR SANITARY, GREASE TRAP AND STORM BASIN PUMPING,
JETTING AND CLEANING
AS NEEDED FOR THE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED: \$82,950.00)

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 A&P Grease Trappers, Inc., for sanitary, grease trap, and storm basin pumping, jetting and cleaning as needed, for the period April 14, 2023 through April 13, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for sanitary, grease trap, and storm basin pumping, jetting and cleaning as needed, for the period April 14, 2023 through April 13, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, A&P Grease Trappers, Inc., PO Box 456, West Chicago, IL 60186, for a total contract amount not to exceed \$82,950, per renewal option under bid award #21-017-FM, second option to renew. (Animal Service's portion is \$5,400, Division of Transportation's portion is \$17,550, and Facilities Management's portion is \$60,000).

Enacted and approved this 28th of March, 2023 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#: 23-0771	RFP, BID, QUOTE OR RENEWAL #: 21-017-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$124,060.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$414,020.00
	CURRENT TERM TOTAL COST: \$82,950.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: A&P Grease Trappers, Inc.	VENDOR #: 12241	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Joe Wenninger	VENDOR CONTACT PHONE: 630-406-5951 X-106	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: jwenninger@apgreasetrappers.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 A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting and cleaning, as needed for the County campus, for Facilities Management, for the period April 14, 2023, through April 13, 2024, for a total contract amount not to exceed \$82,950.00, per renewal option under bid award #21-017-FM, second option to renew. (\$5,400 for Animal Services, \$17,550 for the Division of Transportation and \$60,000 for Facilities Management)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished A contract for sanitary, grease trap and storm basin pumping, jetting, and cleaning is needed to prevent odorous backup, expensive repairs, and to avoid any potential health issues.			

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: A&P Grease Trappers, Inc.	Vendor#: 12241	Dept: Facilities Management	Division:
Attn: Joe Wenninger	Email: jwenninger@apgreasetrappers.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 801 N. Raddant Road	City: Batavia	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60510	State: IL	Zip: 60187
Phone: (630) 406-5951 X-106	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: A&P Grease Trappers, Inc.	Vendor#: 12241	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 456	City: West Chicago	Address: various locations	City: Wheaton
State: IL	Zip: 60186	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 14, 2023	Contract End Date (PO25): Apr 13, 2024
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	FY23	1000	1100	53300		30,000.00	30,000.00
2	1	LO		Animal Services	FY23	1100	1300	53300		3,375.00	3,375.00
3	1	LO		Division of Transportation	FY23	1500	3510	53300		8,775.00	8,775.00
4	1	LO		Facilities Management	FY24	1000	1100	53300		30,000.00	30,000.00
5	1	LO		Animal Services	FY24	1100	1300	53300		2,025.00	2,025.00
6	1	LO		Division of Transportation	FY24	1500	3510	53300		8,775.00	8,775.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 82,950.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide sanitary, grease trap and storm basin pumping, jetting, and cleaning, as needed for the County campus.
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, Kathy (Black) Curcio, and Kristie Lecaros
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 03/21/23 DOT Committee: 03/21/23 County Board: 03/28/23
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
SANITARY, GREASE TRAP AND STORM BASIN PUMPING, JETTING AND CLEANING 21-017-FM

					A&P GREASE TRAPPERS		ANCHOR MECHANICAL INC		
SECTION 1 PUMPS									
PUMP #	LOCATION	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	
1	421 N. County Farm Rd (Front of Bldg. along County Farm Rd.)	2 basins cleaned & jetted. Jetting approx. 200 ft.	One (1) time per year OR as needed	1	\$ 550.00	\$ 550.00	\$ 305.00	\$ 305.00	
2	421 N. County Farm Rd (North Dock)	Storm basin & trough drains pumped cleaned & jetted. Storm basin size 4' X 10'	Four (4) times per year	4	\$ 400.00	\$ 1,600.00	\$ 330.00	\$ 1,320.00	
3	421 N. County Farm Rd (1st floor by utility elevator)	Grease trap 55 gal. 21" X 30" X 33-1/2" cleaned and pumped (must be done early in the am)	Every six (6) weeks	9	\$ 125.00	\$ 1,125.00	\$ 330.00	\$ 2,970.00	
4	421 N. County Farm Rd (North Mechanical Room)	Storm pit 5' X 9'	One (1) time per year OR as needed.	1	\$ 125.00	\$ 125.00	\$ 305.00	\$ 305.00	
5	421 N. County Farm Rd (North Mechanical Room)	Sewage pit 3' X 10'	One (1) time per year OR as needed.	1	\$ 125.00	\$ 125.00	\$ 305.00	\$ 305.00	
6	421 N. County Farm Rd (Tunnel-4 Various locations)	Storm water basin 3' X 4' pumped	One (1) time per year OR as needed.	1	\$ 125.00	\$ 125.00	\$ 305.00	\$ 305.00	
7	479 N. County Farm Rd. (Lower level parking garage)	Triple basin 4' X 8' X 12" deep pumped & cleaned	Two (2) times per year	2	\$ 450.00	\$ 900.00	\$ 330.00	\$ 660.00	
8	509 N. County Farm Rd. (East side of bldg. outside parking garage)	Triple basin 3-4' X 8' X 12" deep pumped and cleaned	Two (2) times per year	2	\$ 450.00	\$ 900.00	\$ 330.00	\$ 660.00	
9	501 N. County Farm Rd. (North side of Jail bldg. A- side)	Sewage ejector pit 5' X 18" pumped & cleaned	Every six (6) weeks	9	\$ 450.00	\$ 4,050.00	\$ 330.00	\$ 2,970.00	
10	501 N. County Farm Rd. (Jail B-side in basement)	Sewage ejector pit 5'5" X 8' pumped & cleaned	Every six (6) weeks	9	\$ 550.00	\$ 4,950.00	\$ 330.00	\$ 2,970.00	
11	501 N. County Farm Rd. (Jail B in basement)	Storm pit 4' X 8' pumped	One (1) time per year OR as needed.	1	\$ 125.00	\$ 125.00	\$ 305.00	\$ 305.00	
12	501 N. County Farm Rd. (Jail A-side in basement by fire pumps)	Lift station 5' x 13' pumped and cleaned	One (1) time per year.	1	\$ 325.00	\$ 325.00	\$ 330.00	\$ 330.00	
13	501 N. County Farm Rd. (Jail 8-side Kitchen)	Grease trap 20 gal. 40" X 22" X 18" cleaned and pumped (must be done early in the am)	Every six (6) weeks	9	\$ 100.00	\$ 900.00	\$ 330.00	\$ 2,970.00	
14	505 N. County Farm Rd. (Fence area)	Sewage lift station basin size 6' X 15' pumped	Every six (6) weeks	9	\$ 365.00	\$ 3,285.00	\$ 330.00	\$ 2,970.00	
15	505 N. County Farm Rd. (West side of bldg. next to fence)	Three (3) sewage basins 4' X 8' jetted and cleaned between manholes and into lift station 6" pipe X 400'	Every six (6) weeks	9	\$ 975.00	\$ 8,775.00	\$ 330.00	\$ 2,970.00	
16	505 N. County Farm Rd. (Kitchen)	Grease trap approximately 75 gal. 3' X 2' X 5' 16" pumped. Must be done early in am	Every six (6) weeks.	9	\$ 185.00	\$ 1,665.00	\$ 330.00	\$ 2,970.00	
17	505 N. County Farm Rd. (Inside-North Mechanical Room)	Lift station 5'x10' basin pumped and cleaned.	One (1) time per year.	1	\$ 225.00	\$ 225.00	\$ 330.00	\$ 330.00	
18	503 N. County Farm Rd. (West Side)	Storm Water basin 4'x10' pumped and cleaned	One (1) time per year OR as needed	1	\$ 225.00	\$ 225.00	\$ 305.00	\$ 305.00	
19	503 N. County Farm Rd. (West Side)	Sewage pit 6'x10' pumped and cleaned	One (1) time per year OR as needed	1	\$ 225.00	\$ 225.00	\$ 305.00	\$ 305.00	
20	424 N. County Farm Rd. (Main Line East Side)	Main line 100' jetted	One (1) time per year	1	\$ 150.00	\$ 150.00	\$ 330.00	\$ 330.00	
21	424 N. County Farm Rd. (Main Line West Side)	Two (2) manholes cleaned & jetted.	Four (4) times per year	4	\$ 450.00	\$ 1,800.00	\$ 330.00	\$ 1,320.00	

22	424 N. County Farm Rd. (Inside)	Five (5) storm basins pumped	One (1) time per year OR as needed.	1	\$ 625.00	\$ 625.00	\$ 305.00	\$ 305.00
23	420 N County Farm Rd. (Inside kitchen)	Grease Trap 35 gal. 33" X 25" X 25"	Two (2) times per year	2	\$ 85.00	\$ 170.00	\$ 330.00	\$ 660.00
24	414 N. County Farm Rd. (Surgical Suite)	Jetted 50' line to basin	Every 6 weeks	9	\$ 75.00	\$ 675.00	\$ 330.00	\$ 2,970.00
25	414 N. County Farm Rd. (Sally Port)	Washing machines three (3) triple basins pumped & cleaned	Four (4) times per year	4	\$ 125.00	\$ 500.00	\$ 330.00	\$ 1,320.00
26	410 N. County Farm Rd. (Tunnel Area)	Twelve (12) sump pump pits cleaned	One (1) time per year OR as needed	1	\$ 1,500.00	\$ 1,500.00	\$ 305.00	\$ 305.00
27	410 N. County Farm Rd. (Lower Level)	Three (3) sump pump pits cleaned	One (1) time per year OR as needed	1	\$ 375.00	\$ 375.00	\$ 305.00	\$ 305.00
28	400 N. County Farm Rd. (Outside on west side of bldg.)	Grease trap basin 5' X 11' pumped out and cleaned	Every 6 weeks	9	\$ 180.00	\$ 1,620.00	\$ 330.00	\$ 2,970.00
29	400 N. County Farm Rd. (Outside on west side of bldg.)	Garbage Compactor drained, cleaned & jetted. Approximately 30'	Four (4) times per year	4	\$ 325.00	\$ 1,300.00	\$ 330.00	\$ 1,320.00
30	400 N. County Farm Rd. (West side of bldg.)	Three (3) manholes cleaned & jetted	Every 6 weeks	9	\$ 525.00	\$ 4,725.00	\$ 330.00	\$ 2,970.00
31	400 N. County Farm Rd. (East side of bldg. in gated area)	Six (6) manholes clean & jetted. 850' of pipe	Four (4) times per year	4	\$ 2,025.00	\$ 8,100.00	\$ 330.00	\$ 1,320.00
32	400 N. County Farm Rd. (South Mechanical Room. Ground Floor)	Sewage pit pumped & cleaned 5' X 10' Basin	Every 6 weeks	9	\$ 325.00	\$ 2,925.00	\$ 330.00	\$ 2,970.00
33	400 N. County Farm Rd. (Inside - South East Mechanical Room)	Lift station sewage pit 5'x10' pumped & cleaned	One (1) time per year	1	\$ 275.00	\$ 275.00	\$ 330.00	\$ 330.00
34	400 N. County Farm Rd. (Inside - North East)	Lift station sewage pit 5'x8' pumped & cleaned	One (1) time per year OR as needed.	1	\$ 275.00	\$ 275.00	\$ 305.00	\$ 305.00
35	400 N. County Farm Rd. (Kitchen-slop sink storage area)	Grease Trap 17 gal. 20" X 30"	Two (2) times per year	2	\$ 85.00	\$ 170.00	\$ 330.00	\$ 660.00
36	400 N. County Farm Rd. (North East Mechanical Room)	Storm water basin 5'x8' pumped & cleaned	One (1) time per year OR as needed.	1	\$ 225.00	\$ 225.00	\$ 305.00	\$ 305.00
37	200 N. County Farm Rd. (East side of garage)	Three (3) basins pumped out 17" X 32"	Two (2) times per year	2	\$ 375.00	\$ 750.00	\$ 330.00	\$ 660.00
38	200 N. County Farm Rd. (West side of garage)	Three (3) basins pumped out 17" X 32"	Four (4) times per year	4	\$ 375.00	\$ 1,500.00	\$ 330.00	\$ 1,320.00
39	170 N. County Farm Rd. (Off Manchester Rd.)	One (1) medium holding tank pumped out	Every 2 weeks	26	\$ 125.00	\$ 3,250.00	\$ 330.00	\$ 8,580.00
40	170 N. County Farm Rd. (Off Manchester Rd)	Triple basin 24'x4' cleaned, pumped, & jetted.	Three (3) times per year OR as needed	3	\$ 375.00	\$ 1,125.00	\$ 330.00	\$ 990.00
41	170 N. County Farm Rd. (Off Manchester Rd.)	Trough drain 15' cleaned & jetted	Three (3) times per year OR as needed	3	\$ 275.00	\$ 825.00	\$ 330.00	\$ 990.00
TOTAL SECTION 1					\$ 63,060.00			\$ 59,430.00

SECTION 2 PUMPS								
PUMP #	LOCATION	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
42	120 N. County Farm Rd. (Garage)	Base pumped & cleaned 21" X 24" deep	Every six (6) weeks	9	\$ 225.00	\$ 2,025.00	\$ 310.00	\$ 2,790.00
43	120 N. County Farm Rd. (Inside building)	Kennel troughs five (5) rooms 28' long grates, center has small basin , 6" X 24" deep pumped & jetted	Four (4) times per year	4	\$ 775.00	\$ 3,100.00	\$ 310.00	\$ 1,240.00
44	120 N. County Farm Rd. (Outside)	Two (2) basins cleaned & jetted to main. Approximately 350'	Four (4) times per year.	4	\$ 550.00	\$ 2,200.00	\$ 310.00	\$ 1,240.00
TOTAL SECTION 2					\$ 7,325.00			\$ 5,270.00

SECTION 3 PUMPS								
PUMP #	LOCATION	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
45	140 N. County Farm Rd. (Inside)	Trough drains 136' plus center grate cleaned & pumped plus one center basin in the middle of the troughs, three (3) drains total three (3) equals 408' of jetting, three (3) center grates & three (3) manhole basins	Two (2) times per year	2	\$ 1,350.00	\$ 2,700.00	\$ 354.00	\$ 708.00
46	140 N. County Farm Rd. (East wall center of building)	Three (3) triple basins cleaned & pumped	Four (4) times per year	4	\$ 775.00	\$ 3,100.00	\$ 354.00	\$ 1,416.00
47	140 N. County Farm Rd. (Inside)	Three (3) manholes cleaned & jetted	Four (4) times per year	4	\$ 525.00	\$ 2,100.00	\$ 354.00	\$ 1,416.00
48	140 N. County Farm Rd. (Inside East Mechanical Room Lift Station)	4'x10' basin pump and cleaned	Two (2) times per year	2	\$ 225.00	\$ 450.00	\$ 354.00	\$ 708.00
49	Fueling Station (Outside)	Holding tank for trough drains pumped (1500 gal)	One (1) time per year OR as needed	1	\$ 350.00	\$ 350.00	\$ 354.00	\$ 354.00
50	180 N. County Farm Rd. (Outside- Far S/W side)	Three (3) basins cleaned & pumped, triple basin cleaned & pumped	Six (6) times per year	6	\$ 800.00	\$ 4,800.00	\$ 354.00	\$ 2,124.00
51	180 N. County Farm Rd. (East side by overhead doors)	Trough drains cleaned & jetted 100'	Six (6) times per year	6	\$ 300.00	\$ 1,800.00	\$ 354.00	\$ 2,124.00
52	180 N. County Farm Rd. (West side by overhead doors)	Trough drains cleaned & jetted (100')	Six (6) times per year	6	\$ 375.00	\$ 2,250.00	\$ 354.00	\$ 2,124.00
TOTAL SECTION 3						\$ 17,550.00		\$ 10,974.00

SECTION 4							
NO.	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Roadways around the campus	Twenty-five (25) storm basins cleaned and jetted AS NEEDED	25	\$ 125.00	\$ 3,125.00	\$ 125.00	\$ 3,125.00
TOTAL SECTION 4					\$ 3,125.00		\$ 3,125.00

SECTION 5							
NO.	ITEM	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	EMERGENCY CALLOUT MONDAY – FRIDAY NORMAL BUSINESS HOURS (6:00AM – 4:30PM): INCLUDING VAC/JET TRUCK AND OPERATOR TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE ABOVE BASINS	50 HOURS	50	\$ 150.00	\$ 7,500.00	\$ 285.00	\$ 14,250.00
2	EMERGENCY CALLOUT EVENINGS & SATURDAYS: INCLUDING VAC/JET TRUCK AND OPERATOR TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE ABOVE BASINS	30 HOURS	30	\$ 175.00	\$ 5,250.00	\$ 285.00	\$ 8,550.00
3	EMERGENCY CALLOUT SUNDAYS & HOLIDAYS: INCLUDING VAC/JET TRUCK AND OPERATOR (SUNDAYS & HOLIDAYS) TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE ABOVE BASINS	10 HOURS	10	\$ 225.00	\$ 2,250.00	\$ 310.00	\$ 3,100.00
4	CHARGE PER EMERGENCY CALLOUT INCLUDING TRAVEL CHARGE	10 CALLOUTS	10	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00
TOTAL SECTION 5					\$ 16,500.00		\$ 27,900.00

SECTION 6							
NO.	ITEM	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	NON-EMERGENCY CALLOUT MONDAY – FRIDAY NORMAL BUSINESS HOURS (6:00AM – 4:30PM): INCLUDING VAC/JET TRUCK AND OPERATOR TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE AREAS NOT LISTING ABOVE	40 HOURS	40	\$ 225.00	\$ 9,000.00	\$ 285.00	\$ 11,400.00
TOTAL SECTION 6					\$ 9,000.00		\$ 11,400.00

MISCELLANEOUS WORK (IF NEEDED DURING NORMAL HOURS 6:00AM-4:30PM)							
NO.	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	JET 100' LINE	Ten (10) times per year	10	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 10,000.00
2	PUMP 100 GALLONS	Ten (10) times per year	10	\$ 250.00	\$ 2,500.00	\$ 1,000.00	\$ 10,000.00
TOTAL MISCELLANEOUS WORK					\$ 7,500.00		\$ 20,000.00

TOTAL BID PRICING			
TOTAL SECTION 1	\$ 63,060.00		\$ 59,430.00
TOTAL SECTION 2	\$ 7,325.00		\$ 5,270.00
TOTAL SECTION 3	\$ 17,550.00		\$ 10,974.00
TOTAL SECTION 4	\$ 3,125.00		\$ 3,125.00
TOTAL SECTION 5	\$ 16,500.00		\$ 27,900.00
TOTAL SECTION 6	\$ 9,000.00		\$ 11,400.00
TOTAL MISCELLANEOUS WORK	\$ 7,500.00		\$ 20,000.00
GRAND TOTAL	\$ 124,060.00		\$ 138,099.00

NOTES
1. A&P correct Total for Section 2 is \$7,325.00.

Bid Opening 3/12/2021	NE VC
Invitations Sent	11
Total Vendors Requesting Documents	0
Total Bid Responses	2



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 A&P Grease Trappers, Inc., located at PO Box 456, West Chicago, IL 60186 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-017-FM which became effective on 04/14/2021 and which will expire 04/13/2023. The contract is subject to a second 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 04/13/2024.

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

Jocelyn W. Wenger

PRINTED NAME

General Manager

PRINTED TITLE

3/08/23

DATE

SIGNATURE

Valerie Calvente

PRINTED NAME

Buyer III

PRINTED TITLE

DATE

SECTION 7 - BID FORM PRICING

Contractors may bid on one or more categories. The County reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

SECTION 1 PUMPS						
PUMP #	LOCATION	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE
1	421 N. County Farm Rd (Front of Bldg. along County Farm Rd.)	2 basins cleaned & jetted. Jetting approx. 200 ft.	One (1) time per year OR as needed	1	\$ 550 ⁰⁰	\$ 550 ⁰⁰
2	421 N. County Farm Rd. (North Dock)	Storm basin & trough drains pumped cleaned & jetted. Storm basin size 4' X 10'	Four (4) times per year	4	\$ 400 ⁰⁰	\$ 1600 ⁰⁰
3	421 N. County Farm Rd. (1 st floor by utility elevator)	Grease trap 55 gal. 21" X 30" X 33-1/2" cleaned and pumped (must be done early in the am)	Every six (6) weeks	9	\$ 125 ⁰⁰	\$ 1125 ⁰⁰
4	421 N. County Farm Rd. (North Mechanical Room)	Storm pit 5' X 9'	One (1) time per year OR as needed.	1	\$ 125 ⁰⁰	\$ 125 ⁰⁰
5	421 N. County Farm Rd. (North Mechanical Room)	Sewage pit 3' X 10'	One (1) time per year OR as needed.	1	\$ 125 ⁰⁰	\$ 125 ⁰⁰
6	421 N. County Farm Rd. (Tunnel-4 Various locations)	Storm water basin 3' X 4' pumped	One (1) time per year OR as needed.	1	\$ 125 ⁰⁰	\$ 125 ⁰⁰
7	479 N. County Farm Rd. (Lower level parking garage)	Triple basin 4' X 8' X 12" deep pumped & cleaned	Two (2) times per year	2	\$ 450 ⁰⁰	\$ 900 ⁰⁰
8	509 N. County Farm Rd. (East side of bldg. outside parking garage)	Triple basin 3-4' X 8' X 12" deep pumped and cleaned	Two (2) times per year	2	\$ 450 ⁰⁰	\$ 900 ⁰⁰
9	501 N. County Farm Rd. (North side of Jail bldg. A- side)	Sewage ejector pit 5' X 18" pumped & cleaned	Every six (6) weeks	9	\$ 450 ⁰⁰	\$ 4050 ⁰⁰
10	501 N. County Farm Rd. (Jail B-side in basement)	Sewage ejector pit 5'5" X 8' pumped & cleaned	Every six (6) weeks	9	\$ 550 ⁰⁰	\$ 4,950 ⁰⁰

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11	501 N. County Farm Rd. (Jail B in basement)	Storm pit 4' X 8' pumped	One (1) time per year OR as needed.	1	\$ 125 ⁰⁰	\$ 125 ⁰⁰
12	501 N. County Farm Rd. (Jail A-side in basement by fire pumps)	Lift station 5' x 13' pumped and cleaned	One (1) time per year.	1	\$ 325 ⁰⁰	\$ 325 ⁰⁰
13	501 N. County Farm Rd. (Jail B-side Kitchen)	Grease trap 35 gal. 40" X 22" X 24" cleaned and pumped (must be done early in the am)	Every six (6) weeks	9	\$ 100 ⁰⁰	\$ 900 ⁰⁰
14	505 N. County Farm Rd. (Fence area)	Sewage lift station basin size 6' X 15' pumped	Every six (6) weeks	9	\$ 365 ⁰⁰	\$ 3285 ⁰⁰
15	505 N. County Farm Rd. (West side of bldg. next to fence)	Three (3) sewage basins 4' X 8' jetted and cleaned between manholes and into lift station 6" pipe X 400'	Every six (6) weeks	9	\$ 975 ⁰⁰	\$ 8775 ⁰⁰
16	505 N. County Farm Rd. (Kitchen)	Grease trap approximately 75 gal. 3' X 2' X 5' 16 pumped. Must be done early in am	Every six (6) weeks.	9	\$ 185 ⁰⁰	\$ 1665 ⁰⁰
17	505 N. County Farm Rd. (Inside-North Mechanical Room)	Lift station 5'x10' basin pumped and cleaned.	One (1) time per year.	1	\$ 225 ⁰⁰	\$ 225 ⁰⁰
18	503 N. County Farm Rd. (West Side)	Storm Water basin 4'x10' pumped and cleaned	One (1) time per year OR as needed	1	\$ 225 ⁰⁰	\$ 225 ⁰⁰
19	503 N. County Farm Rd. (West Side)	Sewage pit 6'x10' pumped and cleaned	One (1) time per year OR as needed	1	\$ 225 ⁰⁰	\$ 225 ⁰⁰
20	424 N. County Farm Rd. (Main Line East Side)	Main line 100' jetted	One (1) time per year	1	\$ 150 ⁰⁰	\$ 150 ⁰⁰
21	424 N. County Farm Rd. (Main Line West Side)	Two (2) manholes cleaned & jetted.	Four (4) times per year	4	\$ 450 ⁰⁰	\$ 1800 ⁰⁰
22	424 N. County Farm Rd. (Inside)	Five (5) storm basins pumped	One (1) time per year OR as needed.	1	\$ 625 ⁰⁰	\$ 625 ⁰⁰
23	420 N County Farm Rd. (Inside kitchen)	Grease Trap 35 gal. 33" x 25" x 25"	Two (2) times per year	2	\$ 85 ⁰⁰	\$ 170 ⁰⁰
24	414 N. County Farm Rd. (Surgical Suite)	Jetted 50' line to basin	Every 6 weeks	9	\$ 75 ⁰⁰	\$ 675 ⁰⁰

25	414 N. County Farm Rd. (Sally Port)	Washing machines three (3) triple basins pumped & cleaned	Four (4) times per year	4	\$ 125 ⁰⁰	\$ 500 ⁰⁰
26	410 N. County Farm Rd. (Tunnel Area)	Twelve (12) sump pump pits cleaned	One (1) time per year OR as needed.	1	\$ 1500 ⁰⁰	\$ 1500 ⁰⁰
27	410 N. County Farm Rd. (Lower Level)	Three (3) sump pump pits cleaned	One (1) time per year OR as needed	1	\$ 375 ⁰⁰	\$ 375 ⁰⁰
28	400 N. County Farm Rd. (Outside on west side of bldg.)	Grease trap basin 5' X 11' pumped out and cleaned	Every 6 weeks	9	\$ 180 ⁰⁰	\$ 1620 ⁰⁰
29	400 N. County Farm Rd. (Outside on west side of bldg.)	Garbage Compactor drained, cleaned & jetted. Approximately 30'	Four (4) times per year	4	\$ 325 ⁰⁰	\$ 1300 ⁰⁰
30	400 N. County Farm Rd. (West side of bldg.)	Three (3) manholes cleaned & jetted	Every 6 weeks	9	\$ 825 ⁰⁰	\$ 7725 ⁰⁰
31	400 N. County Farm Rd. (East side of bldg. in gated area)	Six (6) manholes cleaned & jetted. 850' of pipe	Four (4) times per year	4	\$ 2025 ⁰⁰	\$ 8100 ⁰⁰
32	400 N. County Farm Rd. (South Mechanical Room. Ground Floor)	Sewage pit pumped & cleaned 5' X 10' Basin	Every 6 weeks	9	\$ 325 ⁰⁰	\$ 2925 ⁰⁰
33	400 N. County Farm Rd. (Inside -South East Mechanical Room)	Lift station sewage pit 5'x10' pumped & cleaned	One (1) time per year	1	\$ 275 ⁰⁰	\$ 275 ⁰⁰
34	400 N. County Farm Rd. (Inside -North East Mechanical Room)	Lift station sewage pit 5'x8' pumped & cleaned	One (1) time per year OR as needed.	1	\$ 275 ⁰⁰	\$ 275 ⁰⁰
35	400 N. County Farm Rd. (Kitchen- slop sink storage area)	Grease Trap 17 gal. 20" x 30"	Two (2) times per year	2	\$ 85 ⁰⁰	\$ 170 ⁰⁰
36	400 N. County Farm Rd. (North East Mechanical Room)	Storm water basin 5'x8' pumped & cleaned	One (1) time per year OR as needed.	1	\$ 225 ⁰⁰	\$ 225 ⁰⁰
37	200 N. County Farm Rd. (East side of garage)	Three (3) basins pumped out 17" X 32"	Two (2) times per year	2	\$ 375 ⁰⁰	\$ 750 ⁰⁰
38	200 N. County Farm Rd. (West side of garage)	Three (3) basins pumped out 17" X 32"	Four (4) times per year	4	\$ 375 ⁰⁰	\$ 1500 ⁰⁰

39	170 N. County Farm Rd. (Off Manchester Rd.)	One (1) medium holding tank pumped out	Every 2 weeks	26	\$ 125 ⁰⁰	\$ 3250 ⁰⁰
40	170 N. County Farm Rd. (Off Manchester Rd.)	Triple basin 24'x4' cleaned, pumped, & jetted.	Three (3) times per year OR as needed	3	\$ 375 ⁰⁰	\$ 1125 ⁰⁰
41	170 N. County Farm Rd. (Off Manchester Rd.)	Trough drain 15' cleaned & jetted	Three (3) times per year OR as needed.	3	\$ 275 ⁰⁰	\$ 825 ⁰⁰
TOTAL SECTION 1						\$ 13061.

630600

SECTION 2 PUMPS						
PUMP #	LOCATION	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE
42	120 N. County Farm Rd. (Garage)	Base pumped & cleaned 21" X 24" deep	Every six (6) weeks	9	\$ 225 ⁰⁰	\$ 2025 ⁰⁰
43	120 N. County Farm Rd. (Inside building)	Kennel troughs five (5) rooms 28' long grates, center has small basin, 6" X 24" deep pumped & jetted	Four (4) times per year	4	\$ 775 ⁰⁰	\$ 3100 ⁰⁰
44	120 N. County Farm Rd. (Outside)	Two (2) basins cleaned & jetted to main. Approximately 350'	Four (4) times per year.	4	\$ 550 ⁰⁰	\$ 2200 ⁰⁰
TOTAL SECTION 2						\$ 7325 ⁰⁰

SECTION 3						
PUMP #	LOCATION	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE
45	140 N. County Farm Rd. (Inside)	Trough drains 136' plus center grate cleaned & pumped plus one center basin in the middle of the troughs. (three (3) drains total) three (3) equals 408' of jetting, three (3) center grates & three (3) manhole basins	Two (2) times per year	2	\$ 1350 ⁰⁰	\$ 2700 ⁰⁰
46	140 N. County Farm Rd. (East wall center of building)	Three (3) triple basins cleaned & pumped	Four (4) times per year	4	\$ 725 ⁰⁰	\$ 3100 ⁰⁰
47	140 N. County Farm Rd. (Inside)	Three (3) manholes cleaned & jetted	Four (4) times per year	4	\$ 525 ⁰⁰	\$ 2100 ⁰⁰
48	140 N. County Farm Rd. (Inside East Mechanical Room Lift Station)	4'x10' basin pump and cleaned	Two (2) times per year	2	\$ 225 ⁰⁰	\$ 450 ⁰⁰
49	Fueling Station (Outside)	Holding tank for trough drains pumped (1500 gal)	One (1) time per year OR as needed	1	\$ 350 ⁰⁰	\$ 350 ⁰⁰
50	180 N. County Farm Rd. (Outside- Far S/W side)	Three (3) basins cleaned & pumped, triple basin cleaned & pumped	Six (6) times per year	6	\$ 800	\$ 4800 ⁰⁰
51	180 N. County Farm Rd. (East side by overhead doors)	Trough drains cleaned & jetted 100'	Six (6) times per year	6	\$ 300 ⁰⁰	\$ 1800 ⁰⁰
52	180 N. County Farm Rd. (West side by overhead doors)	Trough drains cleaned & jetted (100')	Six (6) times per year	6	\$ 375	\$ 2250 ⁰⁰
TOTAL SECTION 3						\$ 17550

SECTION 4					
NO.	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE
1	Roadways around the campus	Twenty-five (25) storm basins cleaned and jetted AS NEEDED	25	\$ 125 ⁰⁰	\$ 3125 ⁰⁰
TOTAL SECTION 4					\$ 3125 ⁰⁰

SECTION 5					
NO.	ITEM	FREQUENCY	QTY	PRICE	EXTENDED PRICE
1	EMERGENCY CALLOUT MONDAY – FRIDAY NORMAL BUSINESS HOURS (6:00AM – 4:30PM): INCLUDING VAC/JET TRUCK AND OPERATOR TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE ABOVE BASINS	50 HOURS	50	\$ 150	\$ 7500 ⁰⁰
2	EMERGENCY CALLOUT EVENINGS & SATURDAYS: INCLUDING VAC/JET TRUCK AND OPERATOR TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE ABOVE BASINS	30 HOURS	30	\$ 175 ⁰⁰	\$ 5250 ⁰⁰
3	EMERGENCY CALLOUT SUNDAYS & HOLIDAYS: INCLUDING VAC/JET TRUCK AND OPERATOR (SUNDAYS & HOLIDAYS) TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE ABOVE BASINS	10 HOURS	10	\$ 225 ⁰⁰	\$ 2250 ⁰⁰
4	CHARGE PER EMERGENCY CALLOUT INCLUDING TRAVEL CHARGE	10 CALLOUTS	10	\$ 150 ⁰⁰	\$ 1500 ⁰⁰
TOTAL SECTION 5					\$ 16500 ⁰⁰

SECTION 6					
NO.	ITEM	FREQUENCY	QTY	PRICE	EXTENDED PRICE
1	NON-EMERGENCY CALLOUT MONDAY – FRIDAY NORMAL BUSINESS HOURS (6:00AM – 4:30PM): INCLUDING VAC/JET TRUCK AND OPERATOR TO INCLUDE JETTING AND COMPLETE PUMPING OF ANY ONE OF THE AREAS NOT LISTING ABOVE	40 HOURS	40	\$ 225 ⁰⁰	\$ 9,000 ⁰⁰
TOTAL SECTION 6					\$ 9000 ⁰⁰

MISCELLANEOUS WORK (IF NEEDED DURING NORMAL HOURS 6:00AM-4:30PM)					
NO.	DESCRIPTION	FREQUENCY	QTY	PRICE	EXTENDED PRICE
1	JET 100' LINE	Ten (10) times per year OR AS NEEDED	10	\$ 500 ⁰⁰	\$ 5000 ⁰⁰
2	PUMP 100 GALLONS	Ten (10) times per year OR AS NEEDED	10	\$ 250 ⁰⁰	\$ 2500 ⁰⁰
TOTAL MISCELLANEOUSE WORK					\$ 7500 ⁰⁰

TOTAL BID PRICING	
TOTAL SECTION 1	\$ 63,060
TOTAL SECTION 2	\$ 7,500 ⁰⁰
TOTAL SECTION 3	\$ 17,550 ⁰⁰
TOTAL SECTION 4	\$ 3,125 ⁰⁰
TOTAL SECTION 5	\$ 16,500 ⁰⁰
TOTAL SECTION 6	\$ 9,000 ⁰⁰
TOTAL MISCELLANEOUS WORK	\$ 7,500 ⁰⁰
GRAND TOTAL	\$ 124,235

\$ 124,235

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.

I acknowledge the receipt of the following addenda.

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

X **Signature on File**
J _____
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

(Notary Public) My Commission Expires: _____

SEAL



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: 2/03/23

Bid/Contract/PO #:

Company Name: <u>A+P Grease Trappers</u>	Company Contact: <u>Joe Wunninger</u>
Contact Phone: <u>630-231-0905</u>	Contact Email: <u>jwunninger@apgreasetrappers.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 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

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.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature Signature on File

Printed Name

Joey E. Wunninger

Title

General Manager

Date

2/03/2023

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-0055-23

Agenda Date: 3/21/2023

Agenda #: 9.B.

AWARDING RESOLUTION
ISSUED TO THOMPSON ELECTRONICS COMPANY
FOR PREVENTIVE MAINTENANCE, TESTING AND REPAIR
OF THE EDWARDS SYSTEMS TECHNOLOGY FIRE PANELS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$121,500)

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 Commercial Electronic Systems, Inc., for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for the two year period April 14, 2023 through April 13, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for the two year period April 14, 2023 through April 13, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Thompson Electronics Company, 905 South Bosch Road, Peoria, IL 61607, for a contract total amount not to exceed \$121,500, per renewal option under bid award #21-012-FM, first and final option to renew.

Enacted and approved this 28th day of March, 2023 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#: 23-0708	RFP, BID, QUOTE OR RENEWAL #: 21-012-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$121,500.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$243,000.00
	CURRENT TERM TOTAL COST: \$121,500.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Thompson Electronics Company	VENDOR #: 37436	DEPT: Facilities Management	DEPT CONTACT NAME: Mark Thomas / Nick Jensen
VENDOR CONTACT: Martina Sidles	VENDOR CONTACT PHONE: 800-323-3300	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: mark.thomas@dupagco.org nicholas.jensen@dupagco.org
VENDOR CONTACT EMAIL: mls@thompsonet.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 Thompson Electronics Company, for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for Facilities Management, for the two-year period April 14, 2023 through April 13, 2025, for a total contract amount not to exceed \$121,500, per renewal option under bid award #21-012-FM, first and final option to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The City of Wheaton Ordinance fire prevention code and BOCA 1990 NFPA requires quarterly and semi-annual life safety testing and inspection of the County facilities' fire alarm systems.			

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: Thompson Electronics Company	Vendor#: 37436	Dept: Facilities Management	Division:
Attn: Martina Sidles	Email: mls@thompsonet.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 905 South Bosch Road	City: Peoria	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61607	State: IL	Zip: 60187
Phone: 309-633-1501	Fax: 309-697-3337	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Thompson Electronics Company	Vendor#: 37436	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 905 South Bosch Road	City: Peoria	Address: various locations	City: Wheaton
State: IL	Zip: 61607	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 14, 2023	Contract End Date (PO25): Apr 13, 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		FM - PM & Repairs	FY23	1000	1100	53300		30,000.00	30,000.00
2	1	LO		DOT - PM & Repairs	FY23	1500	3520	53300		560.00	560.00
3	1	LO		FM - PM & Repairs	FY24	1000	1100	53300		50,000.00	50,000.00
4	1	LO		DOT - PM & Repairs	FY24	1500	3520	53300		560.00	560.00
5	1	LO		FM - PM & Repairs	FY25	1000	1100	53300		39,820.00	39,820.00
6	1	LO		DOT - PM & Repairs	FY25	1500	3520	53300		560.00	560.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 121,500.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County Campus.
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, Kathy (Black) Curcio, 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: 03/21/23 County Board: 03/28/23
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

SECTION 7 - BID FORM PRICING

The Contractor will bid on a full two (2) year contract.

SECTION 1				
Provide complete preventative maintenance, testing and emergency service callouts.				
GROUP 1 - SECTION A - JAIL "B" BUILDING				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> Jun/Jul/Aug Fire Alarm (B)	2	\$ 2,240.00	\$ 4,480.00
2	<u>Quarter 2</u> Sept/Oct/Nov Fire Alarm (B)	2	\$ 420.00	\$ 840.00
3	<u>Quarter 3</u> Dec/Jan/Feb Fire Alarm (B)	2	\$ 140.00	\$ 280.00
4	<u>Quarter 4</u> Mar/Apr/May Fire Alarm (B)	2	\$ 140.00	\$ 280.00
GROUP 1 - SECTION A SUBTOTAL				\$ 5,880.00

GROUP 1 - SECTION B - DUPAGE COUNTY SHERIFF'S ADDITION				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> Jun/Jul/Aug Fire Alarm	2	\$ 560.00	\$ 1,120.00
2	<u>Quarter 2</u> Sept/Oct/Nov Fire Alarm	2	\$ 140.00	\$ 280.00
3	<u>Quarter 3</u> Dec/Jan/Feb Fire Alarm	2	\$ 70.00	\$ 140.00
4	<u>Quarter 4</u> Mar/Apr/May Fire Alarm	2	\$ 70.00	\$ 140.00
GROUP 1 - SECTION B SUBTOTAL				\$ 1,680.00

GROUP 1 - SECTION C - DUPAGE COUNTY ADMINISTRATION & ANNEX TUNNEL				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm	2	\$ 560.00	\$ 1,120.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm	2	\$ 140.00	\$ 280.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm	2	\$ 140.00	\$ 280.00
4	Quarter 4 Mar/Apr/May Fire Alarm	2	\$ 140.00	\$ 280.00
GROUP 1 - SECTION C SUBTOTAL				\$ 1,960.00
GROUP 1 SUBTOTAL				\$ 9,520.00

GROUP 2 - SECTION A - JUDICIAL OFFICE FACILITY & CAFÉ				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm	2	\$ 3,040.00	\$ 6,080.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm	2	\$ 570.00	\$ 1,140.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm	2	\$ 280.00	\$ 560.00
4	Quarter 4 Mar/Apr/May Fire Alarm	2	\$ 280.00	\$ 560.00
GROUP 2 - SECTION A SUBTOTAL				\$ 8,340.00

GROUP 2 - SECTION B - JOF ANNEX				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm	2	\$ 3,040.00	\$ 6,080.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm	2	\$ 570.00	\$ 1,140.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm	2	\$ 380.00	\$ 760.00
4	Quarter 4 Mar/Apr/May Fire Alarm	2	\$ 380.00	\$ 760.00
GROUP 2 - SECTION B SUBTOTAL				\$ 8,740.00
GROUP 2 SUBTOTAL				\$ 17,080.00

GROUP 3 - SECTION A – CARE CENTER				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm	2	\$ 17,920.00	\$ 35,840.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm	2	\$ 1,120.00	\$ 2,240.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm	2	\$ 1,120.00	\$ 2,240.00
4	Quarter 4 Mar/Apr/May Fire Alarm	2	\$ 1,120.00	\$ 2,240.00
GROUP 3 - SECTION A SUBTOTAL				\$ 42,560.00

GROUP 3 - SECTION B - CARE CENTER				
NO.	DESCRIPTION	NO. OF YEARS	PRICE	EXTENDED PRICE
1	Test Sixty-Six (66) Electric Smoke Dampers	2	\$ 4,480.00	\$ 8,960.00
GROUP 3 - SECTION B SUBTOTAL				\$ 8,960.00
GROUP 3 SUBTOTAL				\$ 51,520.00

GROUP 4 - DOT GARAGE, Building #28				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> January Fire Alarm	2	\$ 280.00	\$ 560.00
2	<u>Quarter 2</u> April Fire Alarm	2	\$ 140.00	\$ 280.00
3	<u>Quarter 3</u> July Fire Alarm	2	\$ 140.00	\$ 280.00
4	<u>Quarter 4</u> October Fire Alarm	2	\$ 140.00	\$ 280.00
GROUP 4 SUBTOTAL				\$ 1,400.00

GROUP 5 - POWER PLANT, Building #03				
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> January Fire Alarm	2	\$ 560.00	\$ 1,120.00
2	<u>Quarter 2</u> April Fire Alarm	2	\$ 140.00	\$ 280.00
3	<u>Quarter 3</u> July Fire Alarm	2	\$ 140.00	\$ 280.00
4	<u>Quarter 4</u> October Fire Alarm	2	\$ 140.00	\$ 280.00
GROUP 5 SUBTOTAL				\$ 1,960.00

SECTION 1 TOTAL				\$ 81,480.00
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SECTION 2: LABOR RATES FOR ADDITIONAL WORK

Allowance for estimated items (Hourly Rates) to be ordered by owner (for work specified as additional work during regular and after hours), if and when required.

Note: All work previously specified as "off hour" work **does not** qualify for additional labor allowances under Section 2. Labor allowance of estimated work ordered by owner (other than Section 1 work).

NO.	ITEM	HOURLY RATE	NO. OF HOURS	EXTENDED PRICE
1	After Normal Monday - Friday 6:00 am - 3:30 pm	\$140.00	75	\$10,500.00
2	After Normal Monday - Friday and Saturday after 3:30 pm	\$210.00	40	\$8,400.00
3	Sundays & Holidays	\$280.00	20	\$5,600.00
4	(VESDA Only) Normal Monday - Friday 7:00 am - 3:30 pm	\$140.00	8	\$1,120.00
SECTION 2 SUBTOTAL				\$ 25,620.00

SECTION 3: MARK UP FOR PARTS REQUIRED

- Contractor shall provide parts and supplier invoices for verification upon request.
- Freight charges must be included in all pricing; shipped prepaid, F.O.B. delivered.

ESTIMATED DOLLAR EXPENDED	% OF ADJUSTMENT (-, +)	TOTAL NET COST WITH MARK-UP
\$12,000	20 %	\$ 14,400.00

SECTION 1 SUBTOTAL	\$ 81,480.00
SECTION 2 SUBTOTAL	\$ 25,620.00
SECTION 3 SUBTOTAL	\$ 14,400.00
GRAND TOTAL	\$ 121,500.00

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.

I acknowledge the receipt of the following addenda.

Addenda No. 1, _____, and issued thereto.

X **Signature on File** Service Aest. Manager
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 11 day of March AD, 2021

Signature on File My Commission Expires: 12/11/2024
(Notary Public) JJ



SECTION 9 - MANDATORY FORM
EDWARDS FIRE ALARM & LIFE SAFETY SYSTEMS TESTING 21-012-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Thompson Electronics Company		
Main Business Address	905 South Bosch Road		
City, State, Zip Code	Peoria, IL 61607		
Telephone Number	800-323-3300	Email Address	mls@thompsonet.com
Bid Contact Person	Martina Sidles		

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:

Craig Thompson

(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.

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	Thompson Electronics Co.	NAME	Thompson Electronics Co.
CONTACT	Martina Sidles	CONTACT	Stacy Skaggs
ADDRESS	905 South Bosch Road	ADDRESS	905 South Bosch Road
CITY ST ZIP	Peoria, Il. 61607	CITY ST ZIP	Peoria, Il. 61607
TX	309-633-1501	TX	309-633-1527
FX	309-697-3337	FX	309-697-3337
EMAIL	mls@thompsonet.com	EMAIL	sms@thompsonet.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road, 2-700 Wheaton, IL 60187 TX: (630) 407-5700		DuPage County Facilities Management Various Locations Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: mark.thomas@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. 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 Thompson Electronics Company, located at 905 S. Bosch Road, Peoria, IL 61607, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-012-FM which became effective on 4/14/2021 and which will expire 4/13/2023. The contract is subject to a first of one option to renew for a twenty-four (24) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 4/13/2025.

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

Martina Sidks

PRINTED NAME

Service Manager

PRINTED TITLE

2.4.2023

DATE

SIGNATURE

Valerie Calvente

PRINTED NAME

Buyer III

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: 1.30.23

Bid/Contract/PO #:

Company Name: <u>Thompson Electronics Co.</u>	Company Contact: <u>Martina Siddle</u>
Contact Phone: <u>309.633.1500</u>	Contact Email: <u>MLS@thompsonet.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 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

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:

<https://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

Martina Siddle

Title

Service Manager

Date

1.30.23

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
EDWARDS FIRE ALARM & LIFE SAFETY SYSTEMS TESTING
21-012-FM



			Thompson Electronics Company		Convergent Technologies	
SECTION 1						
GROUP 1 - SECTION A - JAIL "B" BUILDING						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm (B)	2	\$ 2,240.00	\$ 4,480.00	\$ 3,495.00	\$ 6,990.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm (B)	2	\$ 420.00	\$ 840.00	\$ 1,588.00	\$ 3,176.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm (B)	2	\$ 140.00	\$ 280.00	\$ 635.00	\$ 1,270.00
4	Quarter 4 Mar/Apr/May Fire Alarm (B)	2	\$ 140.00	\$ 280.00	\$ 635.00	\$ 1,270.00
GROUP 1 - SECTION A SUBTOTAL				\$ 5,880.00		\$12,706.00
GROUP 1 - SECTION B - DUPAGE COUNTY SHERIFF'S ADDITION						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm	2	\$ 560.00	\$ 1,120.00	\$ 895.00	\$ 1,790.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 407.00	\$ 814.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm	2	\$ 70.00	\$ 140.00	\$ 163.00	\$ 326.00
4	Quarter 4 Mar/Apr/May Fire Alarm	2	\$ 70.00	\$ 140.00	\$ 163.00	\$ 326.00
GROUP 1 - SECTION B SUBTOTAL				\$ 1,680.00		\$3,256.00
GROUP 1 - SECTION C - DUPAGE COUNTY ADMINISTRATION & ANNEX TUNNEL						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Quarter 1 Jun/Jul/Aug Fire Alarm	2	\$ 560.00	\$ 1,120.00	\$ 801.00	\$ 1,602.00
2	Quarter 2 Sept/Oct/Nov Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 364.00	\$ 728.00
3	Quarter 3 Dec/Jan/Feb Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 146.00	\$ 292.00
4	Quarter 4 Mar/Apr/May Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 146.00	\$ 292.00
GROUP 1 - SECTION C SUBTOTAL				\$ 1,960.00		\$2,914.00
GROUP 1 SUBTOTAL				\$ 9,520.00		\$18,876.00

GROUP 2 - SECTION A - JUDICIAL OFFICE FACILITY & CAFÉ						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> Jun/Jul/Aug Fire Alarm	2	\$ 3,040.00	\$ 6,080.00	\$ 6,612.00	\$ 13,224.00
2	<u>Quarter 2</u> Sept/Oct/Nov Fire Alarm	2	\$ 570.00	\$ 1,140.00	\$ 3,006.00	\$ 6,012.00
3	<u>Quarter 3</u> Dec/Jan/Feb Fire Alarm	2	\$ 280.00	\$ 560.00	\$ 1,202.00	\$ 2,404.00
4	<u>Quarter 4</u> Mar/Apr/May Fire Alarm	2	\$ 280.00	\$ 560.00	\$ 1,202.00	\$ 2,404.00
GROUP 2 - SECTION A SUBTOTAL				\$ 8,340.00		\$24,044.00

GROUP 2 - SECTION B - JOF ANNEX						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> Jun/Jul/Aug Fire Alarm	2	\$ 3,040.00	\$ 6,080.00	\$ 5,329.00	\$ 10,658.00
2	<u>Quarter 2</u> Sept/Oct/Nov Fire Alarm	2	\$ 570.00	\$ 1,140.00	\$ 2,422.00	\$ 4,844.00
3	<u>Quarter 3</u> Dec/Jan/Feb Fire Alarm	2	\$ 380.00	\$ 760.00	\$ 969.00	\$ 1,938.00
4	<u>Quarter 4</u> Mar/Apr/May Fire Alarm	2	\$ 380.00	\$ 760.00	\$ 969.00	\$ 1,938.00
GROUP 2 - SECTION B SUBTOTAL				\$ 8,740.00		\$19,378.00
GROUP 2 SUBTOTAL				\$ 17,080.00		\$43,422.00

GROUP 3 - SECTION A - CARE CENTER						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> Jun/Jul/Aug Fire Alarm	2	\$ 17,920.00	\$ 35,840.00	\$ 19,147.00	\$ 38,294.00
2	<u>Quarter 2</u> Sept/Oct/Nov Fire Alarm	2	\$ 1,120.00	\$ 2,240.00	\$ 8,704.00	\$ 17,408.00
3	<u>Quarter 3</u> Dec/Jan/Feb Fire Alarm	2	\$ 1,120.00	\$ 2,240.00	\$ 3,482.00	\$ 6,964.00
4	<u>Quarter 4</u> Mar/Apr/May Fire Alarm	2	\$ 1,120.00	\$ 2,240.00	\$ 3,482.00	\$ 6,964.00
GROUP 3 - SECTION A SUBTOTAL				\$ 42,560.00		\$69,630.00

GROUP 3 - SECTION B - CARE CENTER						
NO.	DESCRIPTION	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Test Sixty-Six (66) Electric Smoke Dampers	2	\$ 4,480.00	\$ 8,960.00	\$ 1,389.00	\$ 2,778.00
GROUP 3 - SECTION B SUBTOTAL				\$ 8,960.00		\$2,778.00
GROUP 3 SUBTOTAL				\$ 51,520.00		\$72,408.00

GROUP 4 - DOT GARAGE, Building #28						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> January Fire Alarm	2	\$ 280.00	\$ 560.00	\$ 647.00	\$ 1,294.00
2	<u>Quarter 2</u> April Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 294.00	\$ 588.00
3	<u>Quarter 3</u> July Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 118.00	\$ 236.00
4	<u>Quarter 4</u> October Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 118.00	\$ 236.00
GROUP 4 SUBTOTAL				\$ 1,400.00		\$2,354.00

GROUP 5 - POWER PLANT, Building #03						
NO.	QUARTER	NO. OF YEARS	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	<u>Quarter 1</u> January Fire Alarm	2	\$ 560.00	\$ 1,120.00	\$ 647.00	\$ 1,294.00
2	<u>Quarter 2</u> April Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 294.00	\$ 588.00
3	<u>Quarter 3</u> July Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 118.00	\$ 236.00
4	<u>Quarter 4</u> October Fire Alarm	2	\$ 140.00	\$ 280.00	\$ 118.00	\$ 236.00
GROUP 5 SUBTOTAL				\$ 1,960.00		\$2,354.00
SECTION 1 TOTAL				\$ 81,480.00		\$139,414.00

SECTION 2: LABOR RATES FOR ADDITIONAL WORK						
NO.	ITEM	NO. OF HOURS	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE
1	<u>Quarter 1</u> Jun/Jul/Aug Fire Alarm (B)	75	\$ 140.00	\$ 10,500.00	\$ 137.00	\$ 10,275.00
2	<u>Quarter 2</u> Sept/Oct/Nov Fire Alarm (B)	40	\$ 210.00	\$ 8,400.00	\$ 182.00	\$ 7,280.00
3	<u>Quarter 3</u> Dec/Jan/Feb Fire Alarm (B)	20	\$ 280.00	\$ 5,600.00	\$ 228.00	\$ 4,560.00
4	<u>Quarter 4</u> Mar/Apr/May Fire Alarm (B)	8	\$ 140.00	\$ 1,120.00	\$ 137.00	\$ 1,096.00
SECTION 2 SUBTOTAL				\$ 25,620.00		\$23,211.00

SECTION 3: MARK UP FOR PARTS REQUIRED				
ESTIMATED DOLLAR EXPENDED	% OF ADJUSTMENT (-, +)	EXTENDED PRICE	% OF ADJUSTMENT (-, +)	EXTENDED PRICE
\$12,000.00	20%	\$14,400.00	0%	\$ 12,000.00
SECTION 3 SUBTOTAL		\$14,400.00		\$12,000.00

TOTAL BID PRICING			
SECTION 1 SUBTOTAL	\$81,480.00		\$139,414.00
SECTION 2 SUBTOTAL	\$25,620.00		\$23,211.00
SECTION 3 SUBTOTAL	\$14,400.00		\$12,000.00
GRAND TOTAL	\$ 121,500.00		\$ 174,625.00

NOTES
1. Convergent Technologies Section One Total was incorrect total is \$139,414.00.

Bid Opening 3/15/2021, @ 2:00 P.M.	NE, VC
Invitations Sent	6
Total Bidders Requesting Documents	0
Total Bid Responses Received	2



Facilities Management Requisition Under \$30K

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

File #: 23-1168

Agenda Date: 3/21/2023

Agenda #: 10.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#: 23-1053	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$15,803.04
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,803.04
	CURRENT TERM TOTAL COST: \$15,803.04	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Halloran Power Equipment, Inc.	VENDOR #: 39696	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Mike Halloran, Sr.	VENDOR CONTACT PHONE: 847-705-1984	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: mikesr@halloranpower.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 Halloran Power Equipment, Inc. for the purchase of one (1) TORO Spray Master Max for Grounds, for Facilities Management, for the period through November 30, 2023, for a contract total amount not to exceed \$15,803.04. Contract let pursuant to the Intergovernmental Cooperation Act - Sourcewell cooperative contract #031121-TTC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This unit will be used to spray (liquid) herbicide and spread granular products around various campus buildings/properties green space. Greater efficiency and application rates will be achieved to save on costly product, and increased productivity due to less manual applications. Overall, this piece of equipment should greatly increase weed control and expedite the entire turf care program.			

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.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Halloran Power Equipment, Inc. provides Sourcewell joint purchasing agreement pricing for TORO equipment per contract #031121-TTC.
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). Staff recommends securing a contract with Halloran Power Equipment, Inc. to furnish and deliver one (1) TORO Spray Master Max. The other option is to go out for bid, which does not guarantee prices will be lower. Past experience has proven that they are durable and reliable.

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: Halloran Power Equipment, Inc.	Vendor#: 39696	Dept: Facilities Management	Division:
Attn: Michael Halloran, Sr.	Email: mowers1@msn.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 2159 N. Rand Road	City: Palatine	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60074	State: IL	Zip: 60187
Phone: 847-705-1984	Fax: 847-358-7324	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Halloran Power Equipment, Inc.	Vendor#: 39696	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Connor Michalek	Email: connor.michalek@dupageco.org
Address: 2159 N. Rand Road	City: Palatine	Address: 170 N. County Farm Road	City: Wheaton
State: IL	Zip: 60074	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-432-1502	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 21, 2023	Contract End Date (PO25): Nov 30, 2023
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	EA	Model #34237	TORO Spray Master Max Serial #412491192	FY23	1000	1102	54130		15,803.04	15,803.04
FY is required, assure the correct FY is selected.										Requisition Total	\$ 15,803.04

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide and deliver one (1) TORO Spray Master Max for Grounds, 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: 03/21/2023 Job #23-01500
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



2159 N. Rand Road
Palatine, IL 60074
Phone: (847) 705-1984
HalloranPower.com

TICKET NUMBER	H	152881
Sales Order		

Bill To				Ship To		
DUPAGE COUNTY GROUNDS 170 N. County Farm Rd Antonio Sammarco WHEATON, IL 60187						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
21465		E99974551	(630) 878-0066	(630) 878-0066	Charge	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Mike Sr	Mike Sr	01/31/23	152881	fmaccountspayable@dupageco.org		Counter Sales

Section 1 TORO SPRAY MASTER
60 GALLON CAPACITY SPRAYER
220 LBS SPREADER WITH HRYDO DRIVE
7GPM PUMP
SIDE MOUNTED SPOT SPRAY HOSE
This is a new unit - 2022 model year, Recieved by Dealer November 2022

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
34237	TORW	TORO SPRAYMASTER MAX 52" - 7GPM	1		1	\$23,812.80	\$15,803.04	\$15,803.04
		SN 412491192						

Note

This quote is provided under: SOURCEWELL CONTRACT # 031121-TTC

Sourcwell Service Center in Staples, MN area, acting as a principal procurement agency, has publicly awarded an agreement for Grounds Maintenance Equipment, Attachments, Attachments and Related Services to The Toro Company. This cooperative purchasing agreement (Contract #031121-TTC) is available to public agencies and non-profit entities nationwide via the Sourcwell (formerly National Joint Powers Alliance - NJPA) cooperative.
Effective until April 30, 2025

Purchasing requirements - verify data below

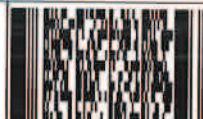
Purchasers Sourcwell agency registration number : ID# 25158

Purchaser Full name: City of Elgin

Invoice Total	\$15,803.04
Sales Tax	\$0.00
Grand Total	\$15,803.04

THANK YOU FOR ALLOWING US TO SERVICE ALL YOUR PARTS NEEDS.
COME AGAIN SOON!!

Notes:



Customer acknowledges receipt thereof:



The Toro Warranty

Turf Renovation

A limited warranty (see warranty periods below)

Summary Description

The Toro Company promises to repair the Toro Product below if defective in materials or workmanship for the period listed below.

The warranty applies only if you perform the routine maintenance specified in the *Operator's Manual*.

Toro makes no other express warranty. The engine manufacturer may provide its own engine warranty and special emission system warranty. If applicable, the documentation will be provided with your product.

Products Covered

The following time periods apply from the original date of purchase:

Products	Warranty Period	
	Residential*	Commercial
Spray Master	1 year	1 year
• Engine	3 years	3 years
• Battery, belts, blades, and accessories	90 days Parts and Labor	90 days Parts and Labor
	91-365 days Parts Only	91-365 days Parts Only
Walk-Behind Aerator	1 year	1 year
• Engine	2 years	2 years
Stand-On Aerator	1 year	1 year
• Engine		
– Kawasaki	2 years	2 years
– Kohler	3 years	3 years
• Accessories	1 year	1 year
• Battery	90 days Parts and Labor	90 days Parts and Labor
	91-365 days Parts Only	91-365 days Parts Only
Dethatcher	1 year	1 year
• Engine	2 years	2 years
Turf Seeder	1 year	1 year
• Engine		
– Kohler	3 years	3 years
– Subaru	5 years	5 years
Stand-On Spreader Sprayer	1 year	1 year
• Engine	3 years	3 years
• Battery	90 days Parts and Labor	90 days Parts and Labor
	91-365 days Parts Only	91-365 days Parts Only
Walk-Behind Rotary Broom	1 year	1 year
• Engine	3 years	3 years
Brush Cutter	1 year	1 year
• Engine	2 years	2 years

*Residential purposes means purchased by an individual and used on the same lot as your home. Use at an institution, as a rental, or at more than one location is considered commercial use and the commercial warranty applies.

Where a warrantable condition exists, we will repair the Product at no cost to you including diagnosis, labor, and parts.

Instructions for Obtaining Warranty Service

If you think that your Toro Product contains a defect in materials or workmanship, follow this procedure:

1. Contact your Toro Authorized Service Center to arrange service of the product. Visit <http://www.toro.com> and select WHERE TO BUY to locate a Toro service center in your area.
2. Bring your proof of purchase (sales receipt) to the service center location. The service center will diagnose the problem and determine if it is covered under warranty.
3. For additional questions regarding warranty terms and conditions, you may contact Toro at:

The Toro Company
Customer Care Department, SWS Division
8111 Lyndale Avenue South
Bloomington, MN 55420-1196
Toll Free: 888-384-9939

Owner Responsibilities

You must maintain your Toro Product by following the maintenance procedures described in the *Operator's Manual*. Such routine maintenance, whether performed by a dealer or by you, is at your expense. Parts scheduled for replacement as required

maintenance ("Maintenance Parts"), are warranted for the period of time up to the scheduled replacement time for that part. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This express warranty does not cover the following:

- Cost of regular maintenance or parts, such as fuel, lubricants, oil changes, cable/linkage adjustments, tines, clutches, belts, blades, chipper teeth, or brush wafers.
- Components failing due to normal wear
- Any product or part that has been altered, misused, neglected, requires replacement or repair due to accidents or lack of proper maintenance
- Pickup and delivery charges
- Repairs or attempted repairs by anyone other than an Authorized Toro Service Center
- Failure to follow the fueling instructions and requirements (consult the *Operator's Manual* for details), such as:
 - Use of old fuel (more than 1 month old) or fuel which contains more than 10% ethanol or more than 15% MTBE
 - Failure to drain the fuel system prior to any period of non-use over 1 month
 - Improper fuel
- Repairs or adjustments due to the following:
 - Contaminants in the fuel system
 - Failure to perform the required maintenance and/or adjustments
- Improper starting procedures
- Product failures resulting from the use of modified or unapproved accessories or non-Toro parts.
- Failures caused by outside influence, including, but not limited to, weather; storage practices; contamination; or the use of unapproved coolants, lubricants, additives, or chemicals

General Conditions

All repairs covered by these warranties must be performed by an Authorized Toro Service Dealer using Toro approved replacement parts. Repair by an Authorized Toro Service Dealer is your sole remedy under this warranty.

The Toro Company is not liable for indirect, incidental, or consequential damages in connection with the use of the Toro Products covered by these warranties, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under these warranties.

All implied warranties, including merchantability and fitness for a particular purpose, are limited to the duration of the express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Countries Other than the United States or Canada

Customers who have purchased Toro products outside the United States or Canada should contact their Toro Authorized Service Center to obtain warranty policies for your country, province, or state. For additional questions regarding warranty terms and conditions, you may contact The Toro Company.

Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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#031121-TTC-2

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Toro

Landscape & Grounds Maintenance Equipment

#031121-TTC

Maturity Date: 04/30/2025

Products & Services

Products & Services

Sourcewell contract 031121-TTC gives access to the following types of goods and services:

- Reel & rotary mowers
- Zero-turn mowers
- Walk-behind lawn mowers
- Yard tools (e.g. trimmers, vacs)
- Utility vehicles (UTV)
- Sand & in-field groomers
- Dingo: compact utility loaders
- Ventrac: compact tractors
- Snow removal equipment
- BOSS snowplows
- Golf, residential, & commercial irrigation
- Sprinklers, sprayers, & drips

Locate your local dealer or representative [\[?\]](#)
(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
toro.com/en/government/national-cooperatives

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

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**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Signature on File
By: C0FD2A139D06486
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:24 PM CDT

Approved:

DocuSigned by:
Signature on File
By: 7E42B6F817A64CG
Chad Coauette
Title: Executive Director/CEO
Date: 4/29/2021 | 4:31 PM CDT

The Toro Company

DocuSigned by:
Signature on File
By: 4B4574B1E1E54C4
Brad Hamilton
Title: Group VP
Date: 4/29/2021 | 4:07 PM CDT

Toro #031121-TTC

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
- Toro Specialty Vehicles: 7% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Landscape Contractor Equipment (LCE) (A): 27% off US MSRP
- LCE Allied Products (B): 0% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- BOSS Snow Removal Equipment (Snowrator Units Only): \$400 off US MSRP
- Ventrac 4500 Series Products: 12% off US MSRP
- Ventrac SSV Products: 5% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

Ventrella, Mary

From: Jon Stodola <Jon.Stodola@toro.com>
Sent: Wednesday, February 22, 2023 1:05 PM
To: Jill Park
Cc: Ventrella, Mary; Andy Campbell
Subject: RE: DuPage County Government, Illinois - Sourcewell Contract #031121-TTC Question

[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, Mary,

I can confirm that Halloran Power Equipment is an approved dealer. It can be difficult to put in the right combination of information in the search, but attached is a [LINK](#) that shows all of the LCE dealers in your area.

Please make sure Halloran is familiar with the Sourcewell program/pricing or feel free to give them my information and I will provide them with that information.

Thank you for your business.

Respectfully,

Jon

Jon Stodola, PPSM
Government Sales Manager
The Toro Company
(c) 612-597-3224
jon.stodola@toro.com



From: Jill Park <Jill.Park@sourcewell-mn.gov>
Sent: Wednesday, February 22, 2023 10:47 AM
To: Jon Stodola <Jon.Stodola@toro.com>
Cc: Ventrella, Mary <Mary.Ventrella@dupageco.org>; Andy Campbell <Andy.Campbell@sourcewell-mn.gov>
Subject: RE: DuPage County Government, Illinois - Sourcewell Contract #031121-TTC Question

Think Before You Click: This email originated outside our organization.

Hi Jon,

Please see the email below. I did not see Halloran Power Equipment when I searched on your dealer look-up. Can you please verify for Mary (copied) whether **Halloran Power Equipment in Palatine, IL** is a Toro dealer authorized to sell through Toro's Sourcewell contract?

Thank you!

Jill Park | Supplier Development Specialist

Office: 218-895-4181

Website: www.sourcewell-mn.gov



From: Ventrella, Mary <Mary.Ventrella@dupageco.org>

Sent: Wednesday, February 22, 2023 10:27 AM

To: Jill Park <Jill.Park@sourcewell-mn.gov>

Subject: FW: DuPage County Government, Illinois - Sourcewell Contract #031121-TTC Question

EXTERNAL

Hi Jill,

The County is looking to purchase a Toro Spraymaster Max, model #34237 utilizing the Sourcewell contact #031121-TTC. I have received a quote from Halloran Power Equipment in Palatine. Are they an authorized dealer to purchase this piece of equipment under this contract?

Thank you,

Mary Ventrella

Buyer II

DuPage County Facilities Management

421 N. County Farm Road

Wheaton, IL 60187

(630) 407-5705 direct

(630) 407-5700 main

(630) 407-5701 fax

mary.ventrella@dupageco.org



From: Calvente, Valerie <Valerie.Calvente@dupageco.org>

Sent: Wednesday, February 22, 2023 10:00 AM

To: Ventrella, Mary <Mary.Ventrella@dupageco.org>

Subject: Contract Info

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Andy Campbell, Supplier Development Supervisor

Phone: 218-895-4145

Email: andy.campbell@sourcewell-mn.gov

Jill Park, Supplier Development Specialist

Phone: 218-895-4181

Email: jill.park@sourcewell-mn.gov

Valerie

Valerie Calvente, NIGP-CPP

Buyer III

DuPage County Finance – Procurement

421 N. County Farm Road

Wheaton, IL 60187

630-407-6184

valerie.calvente@dupageco.org



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F. RALPH HELM INC

36W710 FOOTHILL RD, ELGIN, IL 60123 US
Phone: (847) 695-1616 (tel:(847) 695-1616)
Email: ralph@ralphhelminc.com (mailto:ralph@ralphhelminc.com)

Services: ☆

Services Toro products regardless of where purchased.
[ST#: 413531 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=36W710 FOOTHILL RD ELGIN, IL 60123 US](https://maps.google.com/maps?daddr=36W710+FOOTHILL+RD+ELGIN,+IL+60123+US))

WEBSITE ([HTTP://413531.GO.TORO.COM](http://413531.GO.TORO.COM))

DETAILS

G. SMALL ENGINE SALES AND SERVICE LLC

54 STONEHILL RD, OSWEGO, IL 60543 US
Phone: (630) 554-6600 (tel:(630) 554-6600)
Email: debbiejohnson@safewayfirst.com (mailto:debbiejohnson@safewayfirst.com)

Services: ☆

Services Toro products regardless of where purchased.
[ST#: 3947 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=54 STONEHILL RD OSWEGO, IL 60543 US](https://maps.google.com/maps?daddr=54+STONEHILL+RD+OSWEGO,+IL+60543+US))

WEBSITE ([HTTP://3947.GO.TORO.COM](http://3947.GO.TORO.COM))

DETAILS

H. RUSSO POWER EQUIPMENT- ELGIN

1001 N RANDALL RD, ELGIN, IL 60123 US
Phone: (224) 268-3035 (tel:(224) 268-3035)
Email: orderselgin@russopower.com (mailto:orderselgin@russopower.com)

Services:

Services Toro products regardless of where purchased.
[ST#: 441292 D#: 374]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=1001 N RANDALL RD ELGIN, IL 60123 US](https://maps.google.com/maps?daddr=1001+N+RANDALL+RD+ELGIN,+IL+60123+US))

WEBSITE ([HTTP://441292.GO.TORO.COM](http://441292.GO.TORO.COM))

DETAILS

I. J-TEL SERVICE

11322 SOUTH HARLEM AVE, WORTH, IL 60482 US
Phone: (708) 448-3043 (tel:(708) 448-3043)
Email: jtel30@yahoo.com (mailto:jtel30@yahoo.com)

Services:

Services Toro products regardless of where purchased.
[ST#: 3918 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=11322 SOUTH HARLEM AVE WORTH, IL 60482 US](https://maps.google.com/maps?daddr=11322+SOUTH+HARLEM+AVE+WORTH,+IL+60482+US))

WEBSITE ([HTTP://3918.GO.TORO.COM](http://3918.GO.TORO.COM))

DETAILS

J. HALLORAN POWER EQUIPMENT

2159 N. RAND ROAD, PALATINE, IL 60074 US
Phone: (847) 705-1984 (tel:(847) 705-1984)
Email: sales@halloranpower.com (mailto:sales@halloranpower.com)

Services: ☆

Services Toro products regardless of where purchased.
[ST#: 441778 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=2159 N. RAND ROAD PALATINE, IL 60074 US](https://maps.google.com/maps?daddr=2159+N.+RAND+ROAD+PALATINE,+IL+60074+US))

WEBSITE ([HTTP://441778.GO.TORO.COM](http://441778.GO.TORO.COM))

DETAILS

Showing results 1 through 10

iceType=Buy&postalCode=60187&resultType=Dealer&productType=267&categoryName=Contractor&productTypeName=Mowers&searchRadius=500&homeDepotDisplay=false&aceHardwareDisplay=false&tract...

Product Information

Parts & Manuals (/en/parts)

Product Registration (/en/customer-support/product-registration)

Special Offers (<https://www.toro.com/en/homeowner/promos-res>)

Financing (<https://www.toro.com/en/financing>)

Customer Service



(/en) Where to Buy

Where to Buy

Where to Buy, Rent, or Service a Toro Product

CHANGE/REFINE SEARCH

Showing results 1 through 10

A. KIPPS LAWNMOWER SALES & SERVICE

2419 OGDEN AVENUE, LISLE, IL 60532 US
Phone: (630) 355-3800 (tel:(630) 355-3800)
Email: kipps@ameritech.net (mailto:kipps@ameritech.net)

Services:
Services Toro products regardless of where purchased.
[ST#: 3929 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=2419 OGDEN AVENUE LISLE, IL 60532 US](https://maps.google.com/maps?daddr=2419%20ogden%20avenue%20lisle%20il%2060532%20us))

WEBSITE ([HTTP://3929.GO.TORO.COM](http://3929.go.toro.com))

DETAILS

B. RUSSO POWER EQUIPMENT-NAPERVILLE

1636 N AURORA ROAD, NAPERVILLE, IL 60563 US
Phone: (630) 219-2440 (tel:(630) 219-2440)
Email: ordersnaperville@russopower.com (mailto:ordersnaperville@russopower.com)

Services:
Services Toro products regardless of where purchased.
[ST#: 409729 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=1636 N AURORA ROAD NAPERVILLE, IL 60563 US](https://maps.google.com/maps?daddr=1636%20n%20aurora%20road%20naperville%20il%2060563%20us))

WEBSITE ([HTTP://409729.GO.TORO.COM](http://409729.go.toro.com))

DETAILS

C. CAROL STREAM LAWN & POWER

1370 W ARMY TRAIL ROAD, CAROL STREAM, IL 60188 US
Phone: (630) 483-0888 (tel:(630) 483-0888)
Email: cslawnpower@gmail.com (mailto:cslawnpower@gmail.com)

Services: ☆
Services Toro products regardless of where purchased.
[ST#: 404773 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=1370 W ARMY TRAIL ROAD CAROL STREAM, IL 60188 US](https://maps.google.com/maps?daddr=1370%20w%20army%20trail%20road%20carol%20stream%20il%2060188%20us))

WEBSITE ([HTTP://404773.GO.TORO.COM](http://404773.go.toro.com))

DETAILS

D. NORTHWEST LAWN & POWER

1215 W. IRVING PARK ROAD, ITASCA, IL 60143 US
Phone: (630) 250-0088 (tel:(630) 250-0088)
Email: nwlpower@gmail.com (mailto:nwlpower@gmail.com)

Services:
Services Toro products regardless of where purchased.
[ST#: 441841 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=1215 W. IRVING PARK ROAD ITASCA, IL 60143 US](https://maps.google.com/maps?daddr=1215%20w.%20irving%20park%20road%20itasca%20il%2060143%20us))

WEBSITE ([HTTP://441841.GO.TORO.COM](http://441841.go.toro.com))

DETAILS

E. RUSSO POWER EQUIPMENT

9525 W IRVING PARK ROAD, SCHILLER PARK, IL 60176 US
Phone: (847) 678-9525 (tel:(847) 678-9525)
Email: ordersschillerpark@russopower.com (mailto:ordersschillerpark@russopower.com)

Services: ☆
Services Toro products regardless of where purchased.
[ST#: 3903 D#: 374]
[Dealer participating in Z Fulfillment Program.]

([HTTPS://MAPS.GOOGLE.COM/MAPS?DADDR=9525 W IRVING PARK ROAD SCHILLER PARK, IL 60176 US](https://maps.google.com/maps?daddr=9525%20w%20irving%20park%20road%20schiller%20park%20il%2060176%20us))

WEBSITE ([HTTP://3903.GO.TORO.COM](http://3903.go.toro.com))

DETAILS

- Order Status (<https://shop.toro.com/OrderStatus>)
- Online Store FAQs (<https://www.toro.com/en/policies/online-store-faqs>)
- Return Policy (<https://www.toro.com/en/policies/return-policy>)
- Shipping & Tax Policies (<https://www.toro.com/en/policies/shipping-and-tax-policy>)
- Where To Buy (</en/locator>)
- Dealer Login (<https://shop.thetorocompany.com/>)
- Customer Support (</en/customer-support>)

About Toro

- Our Company (</en/about>)
- Sustainability (<https://www.thetorocompany.com/sustainability/sustainability-endures>)
- Safety (</en/product-safety-information>)
- Newsroom (<http://newsroom.toro.com>)
- Investors (<https://thetorocompany.gcs-web.com/investor-overview>)
- Careers (<http://www.thetorocompany.com/careers>)
- YardCare.com (<http://yardcare.toro.com/>)

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-  (<https://twitter.com/TheToroCompany>)
-  (https://www.youtube.com/channel/UCQd20DNP_mT_PMu-6z2E-g)
-  (<http://www.pinterest.com/thetorocompany/>)
-  (<http://instagram.com/thetorocompany>)

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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: 2/27/23

Bid/Contract/PO #:

Company Name:	Italloran Power Equipment Inc	Company Contact:	Mike Italloran
Contact Phone:	847 217-1709	Contact Email:	mowes12@msn.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 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

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.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature **Signature on File**

Printed Name

Michael Italloran

Title

president

Date

2/27/23

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



File #: PW-P-0029-23

Agenda Date: 3/21/2023

Agenda #: 11.A.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEMS AND LAKE
MICHIGAN ALLOCATION FOR VARIOUS REGIONS AROUND DUPAGE
COUNTY

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates water treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to Lake Michigan water allocation, evaluation of water sources and systems; and

WHEREAS, CHRISTOPHER B. BURKE ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise in the allocation process and engineering and is willing to perform such services for the COUNTY for the period of March 28, 2023 to June 30, 2026, for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00).

NOW THEREFORE IT BE RESOLVED that the DuPage County Clerk be directed to provide copies of this Resolution and its attachments to the Public Works Committee Secretary for distribution to the Department of Public Works, Christopher B. Burke Engineering, LTD., 9575 W. Higgins Rd, Illinois 60018, and Nicholas Alfonso in the State's Attorney's Office.

Enacted and approved this 28th day of March, 2023 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#: 23-1105	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Christopher B. Burke Engineering, LTD	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: John Caruso	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: jcaruso@cbbel.com	VENDOR WEBSITE: https://www.cbbel.com	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.). Professional engineering services for various areas in DuPage County to assist with various aspects of making Lake Michigan water available to unincorporated residents with Christopher B. Burke Engineering, LTD from March 28, 2023 through June 30, 2026 in the amount of \$95,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This contract will provide professional engineering to DuPage County Public Works which will include assistance with Lake Michigan water emergency & standard allocation process, evaluating feasibility to bring Lake Michigan water to various DuPage County service areas, coordination with state agencies for water system improvement projects and permitting, licensing, funding experience related to water system improvements. Staff solicited an RFP for engineering services and received four (4) statements of interest. After evaluation staff has selected Christopher B. Burke Engineering as the most qualified firm for the needed 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.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 4 SOI's and completed a consultant evaluation to rank the firms. After review it was determined that Christopher B. Burke Engineering was the top firm based on their experience with the services needed.
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) Approve contract with Christopher B. Burke Engineering for professional service. Recommended. 2) Contract with an alternate engineering firm. Not recommended due to the selected firm's knowledge in the area of water system improvements. 3) Do not award this contract. Not recommended due to the need for professional engineering services in order to provide water service for unincorporated County residents.

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: Christopher B. Burke Engineering, LTD.	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: John Caruso	Email: jcaruso@cbbel.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 9575 W. Higgins Road	City: Rosemont	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60018	State: Illinois	Zip: 60517
Phone: 847-823-0500	Fax: 847-823-0520	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 28, 2023	Contract End Date (PO25): Jun 30, 2026
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

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		Professional engineering services with Christopher B. Burke Engineering, LTD from March 28, 2023 through June 30, 2026 in the amount of \$95,000.	FY23	2000	2640	53010		60,000.00	60,000.00
2	1	EA			FY24	2000	2640	53010		15,000.00	15,000.00
3	1	EA			FY25	2000	2640	53010		15,000.00	15,000.00
4	1	EA			FY26	2000	2640	53010		5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
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

EXHIBIT A

Scope of Services:

CBBEL will be responsible to perform, but not limited to, the following tasks:

- Assistance with Lake Michigan water emergency & standard allocation process
- Evaluate feasibility to bring Lake Michigan water to various DPC service areas
- Coordination with state agencies, DPC, & residents for water system improvement projects
- Permitting, Licensing, funding experience related to water system improvements.

EXHIBIT C**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing****CONSULTANT:** Christopher B. Burke Engineering, Ltd.**PROJECT:** Lake Michigan Water Allocation

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Engineer VI	60.00	86.00	
Engineer V	45.00	86.00	
Engineer IV	40.00	86.00	
Engineer III	33.00	78.00	
Engineer I/II	25.00	60.00	
Survey V	60.00	86.00	
Survey IV	50.00	86.00	
Survey III	50.00	78.00	
Survey II	40.00	65.00	
Survey I	30.00	50.00	
Engineering Technician V	60.00	86.00	
Engineering Technician IV	40.00	78.00	
Engineering Technician III	24.00	65.00	
Engineering Technician I/II	15.00	40.00	
CAD Manager	50.00	80.00	
CAD Technician II	30.00	65.00	
GIS Specialist III	45.00	70.00	
Landscape Architect	45.00	75.00	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Landscape Designer I/II	30.00	50.00	
Environmental Res Spec V	60.00	86.00	
Environmental Res Spec IV	40.00	75.00	
Environmental Res Spec III	30.00	60.00	
Environmental Res Spec I/II	25.00	45.00	
Environmental Resource Technician	30.00	50.00	
Engineering Intern	10.00	40.00	

Note: Maximum rate shall not exceed \$78.00 per hour.

Signature of Authorized Agent

for CONSULTANT:

Signature

Carrie Kinney

Print Name

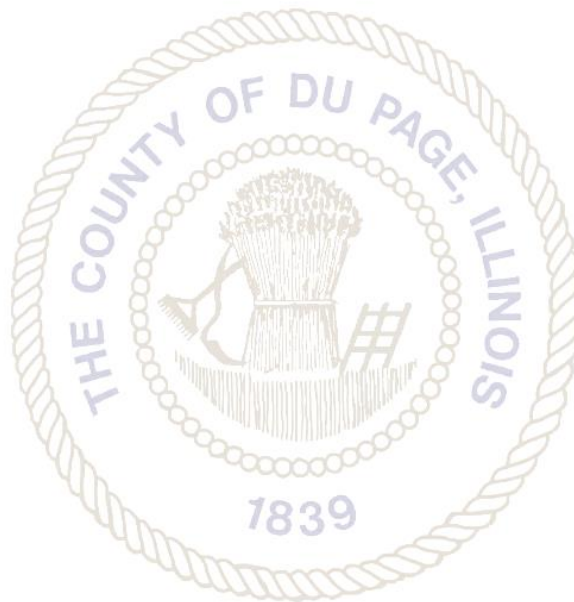
Date: 03-09-2023

Approved By COUNTY:

Date:

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





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: 3/8/23

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	CompanyContact: John P. Caruso
Contact Phone: 847-823-0500	Contact Email: jcaruso@cbbel.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
Bob Schillerstrom	CBBEL	Check	\$1,000	9/22/22
Bob Schillerstrom	CBBEL	Check	\$2,000	8/24/22
Sam Tornatore	CBBEL	Check	\$500	8/5/22

- 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.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Signature on file

Printed Name

Michael E. Kerr, PE

Title

President

Date

3/8/2023

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



Signature on file

Date _____

Page 2 of 2

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEMS AND LAKE
MICHIGAN ALLOCATION FOR VARIOUS REGIONS AROUND DUPAGE
COUNTY

THIS AGREEMENT is made this 14th day of March, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187(hereinafter referred to as the COUNTY) and CHRISTOPHER B. BURKE ENGINEERING, LTD, licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates water treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to Lake Michigan water allocation, evaluation of water sources and systems; and

WHEREAS, CHRISTOPHER B. BURKE ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise in the allocation process and engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00); 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 parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 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.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.
- 3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.
- 4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by December 31, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

- 6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 (\$95,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT'S staff, and approved subconsultant's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."
- 6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than \$25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its subconsultants of the revised rates of wages.

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the SUPERINTENDENT directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
 - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
 - 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not

less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/three million dollars (\$3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY, copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements, before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can

resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

- 8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable 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 to the extent caused by the CONSULTANT'S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.
- 9.2 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4** The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1** The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County.
- 10.2** The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3** If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4** Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its subconsultants.

11.0 BREACH OF CONTRACT

- 11.1** Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S

failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1** The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.
- 12.2** The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3** The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4** The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1** The CONSULTANT, and subconsultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2** The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.

- 13.3** The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4** The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5** The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 14.0 MODIFICATION OR AMENDMENT.**
- 14.1** The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2** The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.
- 15.0 TERM OF THIS AGREEMENT.**
- 15.1** The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

- (b) December 31, 2025, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2025.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

15.3 The term for performing this AGREEMENT may be amended by a change order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 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 CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 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, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1** This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2** There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3** This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4** In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.
- 18.0 ASSIGNMENT.**
- 18.1** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
- 19.0 SEVERABILITY.**
- 19.1** 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.
- 19.2** In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.
- 20.0 GOVERNING LAW.**
- 20.1** The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2** The venue 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.

21.0 NOTICES.

21.1 Any required notice shall be sent to the following addresses and parties:

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
ATTN: John P. Caruso, PE

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30 p.m. CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

23.1 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.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

24.2 RESERVED.

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage

Christopher B. Burke Engineering, LTD.

Deborah A. Conroy, Chair
DuPage County Board

Michael Kerr, PE
President

Jean Kaczmarek
DuPage County Clerk

Sherry Sporina
Assistant Corporate Secretary



File #: FM-P-0058-23

Agenda Date: 3/21/2023

Agenda #: 11.B.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HAMPTON, LENZINI AND RENWICK, INC.
TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR CAMPUS SIDEWALK REPAIRS
FOR FACILITIES MANAGEMENT

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et. seq.; and

WHEREAS, the COUNTY requires professional architectural and engineering services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for sidewalk repairs on County Campus; and

WHEREAS, Hampton, Lenzini, and Renwick, Inc. ("CONSULTANT") has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed one hundred twenty-one thousand five hundred sixty dollars and no cents (\$121,560.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 *et seq.* and Section 2-353 of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW THEREFORE IT BE RESOLVED, that this AGREEMENT between the COUNTY and CONSULTANT is hereby accepted and approved in an amount not to exceed one hundred twenty-one thousand five hundred sixty dollars and no cents (\$121,560.00) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

Enacted and approved this 28th day of March, 2023 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

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1081	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$121,560.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$121,560.00
	CURRENT TERM TOTAL COST: \$121,560.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Hampton, Lenzini and Renwick, Inc.	VENDOR #: 12021	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson/Tim Harbaugh
VENDOR CONTACT: Randy Newkirk	VENDOR CONTACT PHONE: 847-697-6700	DEPT CONTACT PHONE #: X5681/ X5670	DEPT CONTACT EMAIL: geoffrey.matteson@dupageco.org/ tim.harbaugh@dupageco.org
VENDOR CONTACT EMAIL: rnewkirk@hlreng.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
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 Hampton, Lenzini and Renwick, Inc., to provide Professional Architectural and Engineering Design Services, for sidewalk repairs on County Campus, for Facilities Management, for the period March 28, 2023, through November 30, 2024, for a total contract amount not to exceed \$121,560.00, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et. seq.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The sidewalks on county campus need evaluation and repairs to address liability items, such as ADA non-compliant ramps or sidewalks, cracked sidewalk panels, settled sidewalk/pavers, sidewalks leading to unsafe areas (ex. no receiving ramp) and surface damage.			

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.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted and we received 19 SOI's and completed a consultant evaluation to rank the firms expertise in the following areas, design and modeling experience, project management & staffing qualifications, and project understanding. Through the process it was determined that Hampton, Lenzini and Renwick, Inc. has the most qualified staff to provide this service.
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) Contract with Hampton, Lenzini and Renwick, Inc. for this professional engineering contract. This option is recommended due to their expertise and experience. 2) Contract with an alternative engineering firm. Not recommended due to the other SOI's not meeting the expectations of the contract. 3) Do not have a contract. Not recommended due to the need for improvements to the campus sidewalks.

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: Hampton, Lenzini and Renwick, Inc.	Vendor#: 12021	Dept: Facilities Management	Division:
Attn: Randy Newkirk	Email: rnewkirk@hlreng.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 380 Shephard Drive	City: Elgin	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60123	State: IL	Zip: 60187
Phone: 847-697-6700	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupageco.org
Address:	City:	Address: Various	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 28, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Cathie Figlewski			

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		Professional A/E	FY23	6000	1220	54010	2300700-5 4010	116,560.00	116,560.00
2	1	LO		Professional A/E	FY24	6000	1220	54010	2300700-5 4010	5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 121,560.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional A/E for Campus Sidewalk Evaluation and Repairs
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 3/21/23 CB: 3/28/23 Project #23-00700
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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HAMPTON, LENZINI AND RENWICK, INC.
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR SIDEWALK REPAIRS ON COUNTY CAMPUS
FOR FACILITIES MANAGEMENT

This Professional Service Agreement ("AGREEMENT"), is made this 28th day of March, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Hampton, Lenzini and Renwick, Inc., licensed to do business in the State of Illinois, with offices at 380 Shepard Dr. Elgin, IL 60123; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et. seq.; and

WHEREAS, the COUNTY requires professional architectural and engineering services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for sidewalk repairs on County Campus; and

WHEREAS, Hampton, Lenzini, and Renwick, Inc. ("CONSULTANT") has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed one hundred twenty-one thousand five hundred sixty dollars and no cents (\$121,560.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 *et seq.* and Section 2-353 of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

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 AND CONSTRUCTION.

- 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.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of the Facilities Management Department, (hereinafter referred to as the "DEPUTY

DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

- 3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR, or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All services required hereunder shall be completed by November 30, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DEPUTY DIRECTOR directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed one hundred twenty-one thousand five hundred sixty dollars and no cents (\$121,560.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3

For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the *percentage* of work satisfactorily completed during each invoice period.

7.4 *Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.*

7.4.a *For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.*

7.4.b *CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.*

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the

amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The

CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly

employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.

- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, 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 directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT. Said indemnity shall be limited as follows:

With regard to professional liability claims: CONSULTANT shall indemnify and hold the COUNTY and its officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are finally determined by a court of competent jurisdiction to have been caused by the negligent or willful acts or omissions of CONSULTANT, its employees and its consultants in the performance of professional services under this Agreement. Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of such liability or to pay any amount that exceeds CONSULTANT'S finally determined percentage of liability based upon the comparative fault of CONSULTANT, its employees and its subconsultants.

With regard to general liability claims: CONSULTANT shall indemnify and hold the COUNTY (and other indemnitees), and their officers and employees harmless, and defend , from and against damages, losses, and judgments arising from bodily injury or property damage claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are finally determined by a court of competent jurisdiction to have been caused by the negligent or willful acts or omissions of CONSULTANT, its employees and its consultants in the performance of services under this Agreement.

- 9.2 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and its vendors', standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a

Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the

Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2024, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 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 CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 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, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

- 18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY.

- 19.1 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.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue 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.

21.0 NOTICES.

- 21.1 Any required notice shall be sent to the following addresses and parties:

Hampton, Lenzini and Renwick, Inc.
 380 Shephard Drive
 Elgin, IL 60123
 ATTN: Randy Newkirk

DuPage County Department of Facilities Management
 421 N. County Farm Road
 Wheaton, Illinois 60187
 ATTN: Tim Harbaugh

DuPage County State's Attorney's Office
 503 N. County Farm Road
 Wheaton, IL 60187
 ATTN: Civil Bureau

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served

by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

- 23.1 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.

24.0 QUALIFICATIONS

- 24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.
- 24.2 RESERVED
- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny

payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

- 24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

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

COUNTY OF DUPAGE

HAMTON, LENZINI AND RENWICK, INC.

BY: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

BY: Signature on file
RANDY NEWKIRK
CORPORATE SECRETARY

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK,
COUNTY CLERK

BY: Signature on file
NAME: Amy McSwane
TITLE: Corp. Treasurer

EXHIBIT A
Scope of Service
Evaluation and Design of Sidewalk Improvements at DuPage County Campus
Phase I & II
DuPage County Facilities Management
Hampton, Lenzini, and Renwick, Inc.

SCOPE OF SERVICES

The DuPage County Facilities Management (hereinafter the "Client") has requested professional engineering services for sidewalk evaluation and campus master planning (hereinafter the "Project"). The following outlines the proposed Project scope of services.

UNDERSTANDING OF THE PROJECT

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Scope of Service in the Request for Proposal
- Coordination Meeting on January 20, 2023
- Reports and Campus Planning Exhibits included in the Request for Proposal
- Site Review
- GIS Data

The following is a list of basic project understandings:

- Estimate of Costs will be based on 2022 construction season unit prices. Material shortages or contractor availability could significantly increase construction costs.
- Presentation to the County Board Committee will be approximately 15 minutes. The presentation will be by both County Staff and HLR.
- Construction Engineering is not included in the agreement
- Environmental Services including wetland screening, wetland delineations, riparian evaluation that may be needed in a more extensive stormwater permit are not included.
- Stormwater report will be for only Wheaton. It is expected that any work within Winfield portion of the campus will defer to Wheaton for permitting authority.
- A floodway permit will not be needed for the animal services sidewalk along Winfield Creek since the new path will be at or lower than existing ground. This will fall within Regional Permit No. 3 from the IDNR-OWR regulations. It is not anticipated that Wheaton/Winfield will require any further documentation for their stormwater permit
- Clean Construction and Demolition Debris (CCDD) for disposal of underlying soils is not included. Disposal of non-recyclable materials will be kept onsite.
- Stormwater detention, as required by Wheaton/Winfield, will be prepared for by another consultant outside of this contract. HLR will provide added impervious calculation for this section of the report only. The main focus of the stormwater permit will be stormwater detention and soil erosion and sediment control.
- All ADA ramps that are to be constructed as part of the Phase II of the project will include sidewalk elevations for contractor use.
- New sidewalk/pedestrian facilities are anticipated outside of the Courtyard area. GIS data will be used to notate these areas to the awarded contractor. Ramps and new sidewalks will be designed with plan sheets with coordinates and elevations.

The project limits are understood to be County Farm Road Campus from Manchester Road (South) to Union Pacific Railroad (North) and from Winfield Creek (West) to DuPage County Fair Grounds (East).

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Notice to Proceed	March 2023
Preliminary Concept Exhibits / Costs	May 2023

Concept Design Submittal and Presentation	June 2023
Begin Plans and Bid Documents	July 2023
Preliminary Plans and Bid Documents	December 2023
Pre-Final Plans and Bid Documents	February 2024
Final Plans and Bid Documents	March 2024
Bid Opening (Local)	March 2024
Board Approval – Construction	April 2024
Start of Construction	May 2024
End of Construction	December 2024

Phase I Engineering

Based on the goals of the project, the following services are provided to prepare a concept campus plan along with presentation to the County Board about improvements within the area.

□ **Sidewalk Evaluation** - HLR will complete a sidewalk evaluation of the campus using GPS units to integrate into a GIS database. The evaluation will be by staff that has been trained on ADA PROWAG requirements to determine compliance with the regulations. The sidewalk evaluation will include the following data:

- **ADA Compliance**
 - Longitudinal Slope
 - Cross Slope
 - Ramp Deficiency
 - Signing
- **Condition Deficiencies**
 - Cracks
 - Settling behind curb
 - Tripping Hazards
 - Paver Failure
 - Surface Deterioration
- **Life Expectancy**
 - Aging pedestrian facilities that may need replacement in 10-years or less
- **Functionally Obsolete**
 - Sidewalk to be removed and relocated based on new Master Plan

HLR will prepare exhibits to show the sidewalks throughout the campus and their evaluations from staff. This will include sidewalk that is in sufficient condition and still has many years of life expected before the need for replacement. Deliverables will include GIS maps showing overall condition based on the following legend:

- Red - Recommendation for Replacement
- Orange - Compliant but may not last 10 years
- Yellow - Non-Compliant but may last 10+years
- Green - Compliant and will last 10 years

Other Exhibits within the Courtyard area will also be generated where a majority of the work will occur.

□ **Estimate of Probable Costs** - HLR will prepare an estimate of cost for the improvements throughout the campus. The estimate of probable costs will be based on recent bid tabulations to provide better accuracy at estimating expected construction costs.

□ **County Board Committee Presentation** – HLR will prepare a PowerPoint Presentation based on findings of the sidewalk evaluation along with concept courtyard improvements. A presentation will be given to County Staff. The result of the presentation will be direction from County Staff that will define the actual scope and budget of the campus improvements.

PHASE II ENGINEERING

Based on the understanding of the project, the following items are necessary parts of the design scope of services:

Survey and Land Acquisition

- Topographic Survey

Utility

- Utility Coordination

Design Plans

- Plan Improvements for the First Year Program determined based on budget set in Phase I

Bid Documents

- Quantity Calculations
- Special Provisions
- Cost Estimate and Contract Time
- Permitting and Environmental Coordination

Project Administration and Coordination

- Coordination Meetings (2 Max)
- Agency Meetings (2)
- Project Administration and Management

SCOPE OF SERVICES

1. Survey and Land Acquisition

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

Topographic Survey

- **Sidewalk Survey and Evaluation** – HLR will evaluate all of the sidewalks on campus addressing “Liability Items”. These include:
 - ADA Non-Compliant Ramps or Sidewalks
 - Cracked Sidewalk Panels
 - Settled Sidewalk/Pavers
 - Sidewalks Leading to Unsafe Areas (i.e. no receiving ramp)
 - Surface Damage
 - Functionally Obsolete based on proposed improvements

Topographic Survey will be based on the following coordinate system:

- Horizontal - Illinois State Plane – East
- Vertical - NAVD-88

2. Data Collection

HLR will review various resources and collect project pertinent data. This work will include detailed review of publicly available and Client provided information to more fully understand the project requirements, complete field reconnaissance, and coordinate with other sub-consultants, as necessary.

- **Document Review** – HLR will review the following publicly available and/or Client provided information:
 - Geotechnical Report
 - “As-Built” Plans
 - Construction Plans

- Existing Utility Atlases
 - Publicly available GIS data
 - GIS data to be provided by Client
 - Technical Reports provided by the Client
 - Site Specific data provided by the Client
 - Preliminary Concept Plans
- **Field Review** – HLR and Teska will schedule a field review of the project to determine site-specific constraints and document existing conditions. A photographic log will not be prepared of the project.
- **Teska Review** – Teska will review the Courtyard concept design along with sidewalk connectivity and make recommendations for improvements. Teska will also prepare an estimate of probable costs for improvements to the Courtyard area based on design concept updates approved by County Staff.

3. Utility Coordination

HLR will coordinate with utilities to determine their facility location, potential conflict determination, and resolution of those conflicts. The major work items under this task will include:

- A J.U.L.I.E. Design Level Locate request will be submitted.
- Project status letters will be prepared to the individual utility companies along with location map.
- HLR will verify the utilities identified on the atlas maps provided by the utilities.
- HLR will review potential utility conflicts determined by the utility owner in regards to the proposed improvements. These locations will be discussed with the utility if relocation is not possible.
- Pre-final plans will be sent to the utility companies. This submittal will include location of conflicts identified by the utilities

4. Proposed Plans, Bid Documents, Calculations, and Estimates of Probable Costs

The following is for the first year of the program:

- **Plans** - The plans will be prepared and submitted to the Client at the following intervals:
- **Preliminary (50%)** – Basic plans with well-defined concept of the proposed improvement
 - **Pre-Final (90%)** – Plans and concepts are nearly complete and minor modifications are expected.
 - **Final (100%)** – Plans are fully developed and are ready for distribution to contractors.

The plans are working drawings that show the location, configuration, and dimensions of the proposed construction activities. The plans will be prepared under the supervision of a Professional Engineer. The plan set will consist of the following drawings and the estimated number of sheets:

Title Sheet	1 Sheet(s)
General Notes	1 Sheet(s)
Summary of Quantities	2 Sheet(s)
Schedule of Quantities	3 Sheet(s)

Alignment, Ties and Benchmarks	2 Sheet(s)
Proposed Typical Sections	2 Sheet(s)
Maintenance of Pedestrian Traffic Plan	4 Sheet(s)
Existing Conditions and Removals	8 Sheet(s)
Pedestrian Sidewalk Plan & Grading	10 Sheet(s)
Drainage and Utilities Plan and Profiles	2 Sheet(s)
Soil Erosion and Sediment Control Plans and Details	8 Sheet(s)
ADA Ramp Details	24 Ramps
Standard Details	8 Sheet(s)

Increases to the actual number of plans sheets as compared to the estimated sheets above may constitute additional work. HLR will notify the Client if additional work is anticipated.

Phase II Plan Assumptions and Limitations

The following is a list of assumptions based on the anticipated scope. Modifications requested by the Client to the anticipated scope may require additional work and associated fee. Current Scope includes:

- Twenty-four (24) ADA compliant ramps will be designed and included the plans
- New sidewalk from the Animal Services building will be 2,000' or less and will only use plan sheets with elevation callouts
- Courtyard sidewalks will be only for replacement of existing sidewalk. Detailed topographic survey will be needed if relocation of the sidewalk alignment is desired by the County.
- Drainage improvements will be minimal and no stormwater calculations will be required
- The Maintenance of Pedestrian Traffic Plan and associated notes / specifications have been developed based on the Clients anticipated staging of construction for the various improvements. Any diversion from this plan requested by the Contractor or Client will void this plan. The contractor will be required to develop and submit to the Client a revised plan for approval.
- IEPA NOI and NOT will not be included since disturbance is not anticipated to be over one (1) acre.

HLR will distribute electronic version of plans, bid documents, and estimate of probable costs to Client's Project Manager for distribution to reviewers. Comments provided will be reviewed and necessary updates will be made. Disposition to comments will be provided at the next submittal. The disposition to comments will be provided based on how HLR received them:

- Client provides a list of comments – HLR will provide a formal disposition to comments in letter format.
- Client provides comment on plan and/or bid document sheets – HLR will provide written disposition to comments next to the comments provided by the Client.

☐ **Bid Documents** – Bid Documents will be prepared for the solicitation of contractors to provide construction services. Bid Documents format will be based on the following criteria:

- **Client Provided Bid Document** – Client will prepare the majority of the bid document. HLR will provide Special Provisions and a Schedule of Prices for the contractor itemized bids.

HLR will prepare contract specifications and special provisions for Pre-Final and Final Plan submittals. The latest version of the IDOT "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" will be used as the basis of the construction

special provisions. IDOT check sheets will be used as required by the project.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or Guide Bridge Special Provisions, a project specific Special Provision will be written by HLR.

5. **Cost Estimate**

- **Estimate of Probable Cost** - HLR will prepare engineering opinions of probable construction costs for each submittal. Costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

6. **Consultation and Coordination**

- **Coordination Meeting** - Coordination and design meeting with the Client (assume 2 meetings) along with the Fire Department (1 meeting), and the City of Wheaton (1 meeting).
- **Consultation and Coordination** – HLR will coordinate County Staff, as required by the project.
- **Request for Information** – HLR will correspond with the engineering team during construction for any questions that may arise.

**EXHIBIT B
Deliverables**

**Evaluation and Design of Sidewalk Improvements at DuPage County Campus
DuPage County Facilities Management
Hampton, Lenzini, and Renwick, Inc.**

Deliverables - The following are deliverables that will be provided to the County during and following the completion of the project:

- **Phase I (Concept)**
 - Sidewalk Evaluation GIS Data (Shapefile)
 - Courtyard Master Plan Alternatives (PDF) – Review and Comments by Teska including exhibits of possible feature enhancements.
 - Estimate of Cost (PDF)
 - Meeting Minutes (PDF)
 - PowerPoint Presentation (PPT and PDF)
- **Phase II (Construction Plans)**
 - Construction Plans (PDF)
 - 50%
 - 90%
 - 100%
 - Specification (Word / PDF)
 - Estimate of Cost (Excel / PDF)
 - Permits (PDF)
 - Meeting Minutes (PDF)
 - Progress Updates (PDF)

EXHIBIT C
Rates
Evaluation and Design of Sidewalk Improvements at DuPage County Campus
DuPage County Facilities Management
Hampton, Lenzini, and Renwick, Inc.
January 27, 2023

Employee Classification	2023 Base Rates Range
Principal	\$79.00 - \$94.00
Engineer 6	\$71.00 - \$75.00
Engineer 5	\$59.00 - \$68.00
Engineer 4	\$51.00 - \$59.00
Engineer 3	\$40.00 - \$50.00
Engineer 2	\$34.00 - \$36.00
Engineer 1	\$33.00 - \$33.00
Structural 2	\$75.00 - \$75.00
Structural 1	\$58.00 - \$62.00
Technician 3	\$47.00 - \$53.00
Technician 2	\$33.00 - \$41.50
Technician 1	\$25.00 - \$32.00
Intern/Temporary	\$16.00 - \$19.00
Land Acquisition	\$45.00 - \$58.00
Survey 2	\$45.00 - \$55.00
Survey 1	\$25.00 - \$30.00
Environmental 3	\$54.00 - \$55.00
Environmental 2	\$34.00 - \$40.00
Environmental 1	\$25.00 - \$32.00
Administration 2	\$45.00 - \$57.00
Administration 1	\$20.00 - \$36.50

HLR's multiplier rate is 2.80.

New employees or promotions may change ranges presented.

The base range rate shown above is effective until December 31, 2023.

No direct costs are expected. We will not be charging the County for mileage or survey equipment.

If any rental equipment would be required, we would charge with no markup.



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: _____

Bid/Contract/PO #: _____

Company Name: <u>Hampton, Lenzini and Denwick Inc</u>	Company Contact: <u>Randal G. Newkirk</u>
Contact Phone: <u>847.697.6700</u>	Contact Email: <u>rnewkirk@hleng.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 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

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:

<https://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signatur: _____

Signature on file

Printed Name

Randal G. Newkirk

Title

Corporate Secretary

Date

1/27/2023

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



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0030-23

Agenda Date: 3/21/2023

Agenda #: 12.A.

AWARDING RESOLUTION ISSUED TO
LMK TECHNOLOGIES, INC.,
FOR LATERAL LINING MATERIALS AND
EQUIPMENT REPAIRS AS NEEDED FOR PUBLIC WORKS
(CONTACT TOTAL: \$120,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for issuance of a contract to LMK Technologies, Inc., for lateral lining materials and equipment repairs, as needed, for a four (4) year period of March 28, 2023, to March 31, 2027, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that the contract, issued to LMK Technologies, Inc., for lateral lining materials and equipment repairs, as needed, for a (4) four year period of March 28, 2023, to March 31, 2027, for Public Works, that, be and it is hereby approved for issuance of a County Contract by the Procurement Division to, LMK Technologies, Inc., 1779 Chessie Lane, Ottawa, IL 60136, for a total contract amount not to exceed \$120,000.00. Exempt from bidding per DuPage County Procurement Ordinance 2-350 - Sole Source.

Enacted and approved this 28th day of March, 2023 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#: 23-0926	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$120,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: LMK Technologies, Inc.	VENDOR #: 12373	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Brandy Brow	VENDOR CONTACT PHONE: 815-433-9377	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL:
VENDOR CONTACT EMAIL: bmartinez@lmktechnologies.com	VENDOR WEBSITE: www.lmktechnoloiges.com	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.). Lateral lining materials, equipment and repairs for a 4-year period from 3/28/23 through 3/31/27 in the amount of \$120,000. This is a Sole Source contract.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Public Works owns lateral lining equipment used to perform in-house rehabilitation of County owned sanitary service lines. Materials such as felt liners, bladders, resin and waterproof rings are needed in order to perform these rehabilitations			

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. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
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. MANUFACTURER
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. DuPage County Public Works owns the LMK lateral lining system. The lining materials, equipment and repairs are only available through LMK Technologies.
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. The material for LMK's equipment is currently only available through them as the manufacturer. Their material pricing is consistent with other vendor brands.
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. Staff had reviewed other lining systems at the time of purchase and was unable to find features offered by LMK Technologies such as hydrophilic seals and push camera inspection parts.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: LMK Technologies, Inc.	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Brandy Brow	Email: bmartinez@lmktechnologies.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 1779 Chessie Lane	City: Ottowa	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60136	State: Illinois	Zip: 60517
Phone: 815-433-9377	Fax: 815-433-0107	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 28, 2023	Contract End Date (PO25): Mar 31, 2027
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

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		Lateral lining materials, equipment and repairs for a 4- year period from 3/28/23 through 3/31/27.	FY23	2000	2555	52250		30,000.00	30,000.00
2	1	EA			FY24	2000	2555	52250		30,000.00	30,000.00
3	1	EA			FY24	2000	2555	53370		5,000.00	5,000.00
4	1	EA			FY25	2000	2555	52250		30,000.00	30,000.00
5	1	EA			FY26	2000	2555	52250		20,000.00	20,000.00
6	1	EA			FY27	2000	2555	52250		5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 120,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
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

UNDERGROUND SOLUTIONS
YOU CAN RELY ON,
BRANDS YOU CAN TRUST



March 2, 2023

DuPage County Public Works
7900 S. Route 53
Woodridge, IL 60517

Re: VAC-A-TEE@ and Performance Liner@ Lateral Materials

To Whom It May Concern:

Let it be known that LMK Technologies, LLC is the sole source manufacturer and supplier of the VAC-A-TEE@ Saddle Kits and Performance Liner@ Lateral lining materials.

If you should require any further information or documentation, please do not hesitate to contact me.

Respectfully

Jason Mathey
Director of Sales
LMK Technologies, LLC a Waterline Renewal Brand





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: _____

Bid/Contract/PO #: _____

Company Name: LMK Technologies	Company Contact: Jason Mathey
Contact Phone: (815) 482-7622	Contact Email: jmathey@waterlinerenewal.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 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

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.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Signature on file

Printed Name

Jason Mathey

Title

Director of Technical Sales

Date

03/09/2023

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0057-23

Agenda Date: 3/21/2023

Agenda #: 12.B.

AWARDING RESOLUTION
ISSUED TO METROPOLITAN INDUSTRIES, INC.
TO PROVIDE METROPOLITAN PUMPS, PARTS AND REPAIR,
AS NEEDED FOR THE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$60,000.00)

WHEREAS, an agreement has been negotiated according to County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Metropolitan Industries, Inc., to provide Metropolitan pumps, parts and repair, as needed, for the County campus, for the two-year period April 14, 2023 through April 13, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Metropolitan pumps, parts and repair, as needed, for the County campus, for the two-year period April 14, 2023 through April 13, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, IL 60446, for a total contract amount not to exceed \$60,000.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 28th day of March, 2023 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#: 23-0909	RFP, BID, QUOTE OR RENEWAL #: SoleSource	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Metropolitan Industries, Inc.	VENDOR #: 11012	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Brad Overton	VENDOR CONTACT PHONE: 815-886-9200	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: boverton@metroploitanind.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 Metropolitan Industries, Inc., to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for the two-year period April 14, 2023 through April 13, 2025, for a total contract amount not to exceed \$60,000.00; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids – (sole provider of items compatible with existing equipment)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished There are approximately twenty-four (24) Metropolitan discharge pumps in service on the campus used to carry ground water from the facilities, which routinely require repair, replacement parts and replacement.			

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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
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. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
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. Metropolitan Industries, Inc. to provide pump repairs, replacement pump parts, and replacement Metropolitan pumps, as needed, for the county campus. Other pumps will not mount to our existing hangers and mounts. With some pumps 15' to 30' below ground it's not practical to replace flanges to accept other manufactured pumps. Labor cost and time to replace make this prohibitive. Weil and Barnes pumps are also used on the campus but will not mount to the existing hangers and mounts where Metropolitan pumps are currently being used.
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. Metropolitan Industries, Inc. is the only company in the Midwest that designs and builds the entire unit, consisting of the control unit, pump, pit, flotation system & cover, all necessary for our applications. They provide OEM parts and service technicians for the existing Metropolitan pumps servicing the county campus facilities.
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: Metropolitan Industries, Inc.	Vendor#: 11012	Dept: Facilities Management	Division:
Attn: Brad Overton	Email: boverton@metropolitanind.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 37 Forestwood Drive	City: Romeoville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60446-1343	State: IL	Zip: 60187
Phone: 815-886-9200	Fax: 815-886-4573	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Metropolitan Industries, Inc.	Vendor#: 1102	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 37 Forestwood Drive	City: Romeoville	Address: various locations	City: Wheaton
State: IL	Zip: 60446-1343	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 14, 2023	Contract End Date (PO25): Apr 13, 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		Metropolitan Pumps	FY23	1000	1100	52000		15,999.00	15,999.00
2	1	LO		Pump Parts	FY23	1000	1100	52250		12,499.00	12,499.00
3	1	LO		Pump Repairs- Regular Hours \$195.00/hr. Rate & Half \$292.50/hr. Double Rate \$380.00/hr.	FY23	1000	1100	53370		1,499.00	1,499.00
4	1	LO		Metropolitan Pumps	FY24	1000	1100	52000		16,000.00	16,000.00
5	1	LO		Pump Parts	FY24	1000	1100	52250		12,500.00	12,500.00
6	1	LO		Pump Repairs- Regular Hours \$195.00/hr. Rate & Half \$292.50/hr. Double Rate \$380.00/hr.	FY24	1000	1100	53370		1,500.00	1,500.00
7	1	LO		Metropolitan Pumps	FY25	1000	1100	52000		1.00	1.00
8	1	LO		Pump Parts	FY25	1000	1100	52250		1.00	1.00
9	1	LO		Pump Repairs- Regular Hours \$195.00/hr. Rate & Half \$292.50/hr. Double Rate \$380.00/hr.	FY25	1000	1100	53370		1.00	1.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 60,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide pump repairs, replacement pump parts, and Metropolitan Pumps as needed for County campus.
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. Sole Source Public Works Committee: 03/21/23 County Board: 03/28/23
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

Metropolitan Industries, Inc.

Metropolitan Pump Company
Metropolitan Marketing
Metropolitan Equipment



37 FORESTWOOD DRIVE ROMEOVILLE, ILLINOIS 60446-1343
(815) 886-9200 outside IL (800) 323-1665 fax (815) 886-4573 www.metropolitaind.com

Effective February 1, 2023

Municipal Service Rates

We offer 24 hour service on pumps and associated control panels, to all our customers. Our charges are calculated from the time the service technician leaves our shop until he returns. The following rates are per man/per hour.

Service Technician Rate

7:00 a.m. – 3:00 p.m. Monday - Friday	\$195.00 / Hour	Regular Rate
3:00 p.m. – 7:00 a.m. Monday – Friday	\$292.50 / Hour	Rate and Half
Saturday – All Day	\$292.50 / Hour	Rate and Half
Sunday and Holidays – All day	\$380.00 / Hour	Double Rate

- 15% discount on replacement pumps and parts

There is a 4 hour minimum billing on regular hourly rate.

There is a 4 hour minimum billing on overtime hourly rate.

Freight charges are not included in material shipment orders.

We will be happy to provide you with a written quotation on any repairs you might need.

If you have any questions or would like references, please call me: Brad Overton, Service Manager at 815-886-9200 ext. 230.

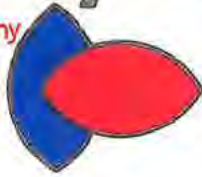
Engineering

Manufacturing

Service

Metropolitan Industries, Inc.

Metropolitan Pump Company
Metropolitan Marketing
Metropolitan Equipment



37 FORESTWOOD DRIVE ROMEOVILLE, ILLINOIS 60446-1343
(815) 886-9200 outside IL (800) 323-1665 fax (815) 886-4573 www.metropolitanind.com

March 3, 2023

Ms. Mary Ventrella
DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187

Dear Ms. Ventrella,

Please be advised that Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446 is the exclusive distributor of Hydromatic brand pumps and parts in northern Illinois and Indiana. We are also the Pentair warranty service center for Illinois and Indiana.

We are the sole manufacturer and distributor of Metropolitan brand self-priming pumps and Metropolitan pumping systems. We handle all warranty and non-warranty service on a twenty-four hour basis

We are the sole distributor of Aurora Pumps for the municipal market in the northern Illinois area.

Please call me with any questions.

Sincerely,
METROPOLITAN INDUSTRIES, INC.

Signature on File

Diane Ahrendt
Vice President



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: 2/17/2023

Bid/Contract/PO #:

Company Name: <u>Metropolitan Industries, Inc.</u>	Company Contact: <u>Diane Ahrendt</u>
Contact Phone: <u>815-886-9200</u>	Contact Email: <u>dahrendt@metropolitanind.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.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Signature on File

Printed Name

Diane Ahrendt

Title

Vice President

Date

2/17/2023

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