



Notice to Sellers of Goods

Stone/Gravel #1023

A **Formal Invitation to Bid** for the above goods is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>.

Brief Description:

The City of St. Charles requires stone and gravel material delivered (including cartage) per ton, to various locations within the City limits for the 2019/2020 Construction Season.

Targeted Timeframe *(subject to change without notice)*

ITB published	https://www.stcharlesil.gov/bids-proposals	Monday	Jan. 21, 2019
Questions due prior to 8:00am	Procurement@stcharlesil.gov	Tuesday	Jan. 29, 2019
Answers published	https://www.stcharlesil.gov/bids-proposals	Friday	Feb. 1, 2019
Responses to ITB due prior to 2:00pm	reference sealed bid label	Tuesday	Feb. 5, 2019
There will be a public opening at the above time at 2 East Main Street; City Council Chamber			
Council Award	public City Council Meeting	late	February

Bid Bond of 10% is NOT required.

Service Period:

May 1, 2019 – April 30, 2020 (1 year)

Solicitation Document includes:

- Section 1: Notice to Sellers of Goods
Instructions to Sellers of Goods
Special Provisions for Goods
Requirements and Specifications

- Section 2: Response Documents
Page 1: Response Cover Page
Page 2: Response Signature Page
Page 3: Response Cost Proposal Page
Page 4: Certification of Compliance
Page 5: **Response Requirements**
Page 6: Customized Mailing Label for Sealed Submittal

- Section 3: Award Document = Purchase Order
Exhibit A: Section 1 of the Solicitation Document and all Addenda
Exhibit B: Awarded Offer Response Documents and Clarification Documents
Exhibit C: non-applicable
Exhibit D: Change Order Document

INSTRUCTIONS TO SELLERS OF GOODS

Solicitations are open to all business firms actively engaged in providing the goods specified and inferred.

SOLICITATION PROCESS

Invitation to Bid:

1. The City of St. Charles website, www.StCharlesil.gov/bids-proposals is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Seller to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents. Questions concerning this invitation shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the cover page of this document. Any clarification, correction or change in the solicitation documents will be made by published Addendum. Interpretations, corrections or changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at www.StCharlesil.gov/bids-proposals. It is up to the Seller to check this site for the most current addendum.
3. Sellers shall acknowledge the receipt of any addendum in the spaces designated in Section 4: Response Documents.

The Cone of Silence:

4. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
5. During the period beginning with the issuance of the solicitation document through the execution of the award document, Sellers are prohibited from all communications regarding this solicitation with City staff, City consultants, City agents, City legal counsel, or elected officials.
6. Any attempt by Seller to influence a member or members of the aforementioned may be grounds to disqualify the Seller from participation in this solicitation.

Exceptions to the Cone of Silence:

7. Written communications directed to Procurement@stcharlesil.gov
8. All communications occurring at pre-bid meetings
9. Oral presentations during finalist interviews, negotiation proceedings, or site visits
10. Oral presentations before publicly noticed committee meetings
11. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
12. Procurement of goods or services for Emergency situations

INVESTIGATION:

13. It shall be the responsibility of the Seller to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.

OFFERS:

14. Offers must be structured as stated in the Special Provisions for Goods section of the Invitation to Bid.
15. Documents should not utilize binders, folders, tabs or papers larger than 8.5 X 11.
16. Delivery of an offer is acceptance of the St. Charles Terms and Conditions (*attached*). Offers containing terms and conditions contrary to those specified may be considered non-responsive.
 - a. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified in the space designated on page 1 of Section 4: Response Documents.
17. The City shall not accept an offer:
 - a. from a seller who is in arrears to the City
 - b. which is based upon any other offer, contract, or reference to any other document or numbers not included within these solicitation documents.

Signatures as Offer:

18. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the supplier constitutes

an offer. If accepted by the City, the offer becomes part of the Purchase Order.

19. Offers by

- a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
- b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing
- c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

20. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Division Manager at Procurement@stcharlesil.gov prior to the due date.
21. Offers may not be withdrawn after the due date without the approval of the Procurement Division Manager.
22. Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences:

23. Offers must be received before the designated time.
24. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
25. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Public Openings:

26. Formal Offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Division Manager shall read the name of the Seller, offered price, and note if deviations are stated. At the conclusion of the opening an *apparent* low offer will be announced.
 - a. All offers will be further reviewed for responsiveness/compliance, responsibility of the seller, and analysis of costs.
 - b. Award will be contingent on deviations, alternates, city budget, and approval by City Council.
27. Results of Openings will be published on the City's website www.StCharlesil.gov/bids-proposals within three (3) business days of the opening.
28. Sellers are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.
29. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

REQUIREMENTS

Brand Names or Equal:

30. Specifications are prepared to describe the goods which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the product.
31. Specifications are not intended to exclude potential suppliers. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating goods that are satisfactory.
32. Consideration of other makes and models will be considered, provided the Seller submits a request for pre-approval to Procurement@stcharlesil.gov prior to the last date for questions as reflected on the cover page of this document. Seller should state exactly what good is proposed and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item and how the items differ. A written response in the form of a public addendum will be published on the City's website, www.StCharlesil.gov/bids-

[proposals.](#)

33. If an offer does not indicate deviations or alternatives to the requirements and specifications, the City interprets the offer as fully compliant.

Deviations to Requirements and Alternate Offers:

34. If the Seller is unable to meet the minimum specifications of the preapproved products, yet believes their product will meet the needs of the city, the Seller may submit an Alternate Bid inclusive of material specification sheets, performance data, or other documentation justifying consideration.
35. If the Seller plans to submit multiple offers, each offer must be packaged separately and identified both, on the outer envelope sealed bid label, and on the cover page of the offer, in a way that can be differentiated from other offer(s).
36. The Procurement Division Manager reserves the right to make the final determination of compliance, or whether any deviation or alternate is of an equivalent or better quality, and which offer can best meet the needs of the City. Such determination shall be incorporated within the City's recommendation to award.

Quantities:

37. All quantities represent an estimate of the quantity of the materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
38. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The Supplier accepts that the quantities stated are estimates only and will not hold the City bound to said number.
39. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

Bid Bonds:

40. The City may require a Bid Bond/Bid Deposit if so stated on the cover page.
41. Bid Bonds/Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.
42. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of St. Charles. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Sellers.
 - a. The Bid Deposit check of the successful Seller will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.
 - b. The Bid Deposit check of the successful Seller shall be forfeited to the City in the event that the Seller withdraws its offer, or neglects, refuses or is unable to enter into a contract.
43. If Seller chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

Environmental Requirements:

44. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
45. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Sellers suggest recycled content products as pre-approved equivalent alternatives.
46. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post-consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
47. To help the City of St. Charles become more sustainable, the Sellers sustainability policy, as well as green initiatives for this specific solicitation may be requested for consideration in the evaluation of this solicitation.

PRICE:

48. The price offered shall not exceed what is charged to any other government agency, and must remain firm throughout the duration of the contract.
49. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
50. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, travel, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.
51. Delivery of Goods:
 - a. Shipping of Goods shall be F.O.B. Destination, Freight Pre-paid and Allowed.
 - b. Deliver goods to: St. Charles Inventory Control; 200 Devereaux Way; St. Charles, IL; 60174
EXCEPTIONS to this delivery site will be stated on page 1 of this document.
 - c. When applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer.
 - d. Advance notice of 48 hours is required by calling: 630-377-4421.
 - e. Deliveries must occur between 7:00am - 3:30pm.

Discounts:

52. Discounts of less than thirty (30) days will be considered in the evaluation.
53. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
54. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received - whichever is later.
55. For analysis purposes, offers will be evaluated on both thirty (30) days and discount pricing.
56. Offers will be evaluated on both thirty (30) days and discount pricing.

Taxes:

57. Unit prices shall not include any local, state or federal taxes.
58. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project; from State and City Retailer's Occupation Tax; State Service Occupation Tax; State Use Tax and Federal Excise Tax.
59. The City's Sales Tax Exemption Number is E9996- 0680-07.

EVALUATION OF OFFERS**Receipt of One (or too few) offers**

60. If the City receives one or too few offers, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be
 - a. returned unopened to the Seller for re-submittal at the new due date and time, or
 - b. if there are no changes in requirements, and pending agreement with the Seller, held until the new due date and time
61. If the City does not receive any offers from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

Determining Responsiveness of the Offer:

62. Responsive Offers will be reviewed for compliance, and if compliant, will be deemed responsive.
63. Responsive Offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet delivery requirements, accepting of all Purchase Order terms and conditions.
64. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.

Determining Responsibleness of the Seller:

65. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Seller.
66. Upon request by the City, Seller shall furnish evidence for the City to evaluate their resources and ability to provide the goods required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...
67. Sellers may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
68. Sellers may be required to effect a demonstration of the item being proposed. Such demonstration must be at a site convenient and agreeable to the affected city personnel and at no cost to the City.
69. Sellers may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Seller.

Costs

70. Costs of offers deemed both Responsive and Responsible will be reviewed.

Waivers and Rejections of Offers:

71. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussions with Sellers to further clarify the offer as may be necessary. Clarification and/or correction of the offer shall be effected by submission to Procurement@stcharlesil.gov of the corrected page of the offer with changes documented and signed. Receipt must be within 3 hours of request.
72. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
73. The City reserves the right to accept or reject any offer in which the Seller names a total price for all the goods without breaking down itemized items.
74. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation.
75. FOIA: If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

Confidential Information:

76. Sellers may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Supplier's financial condition at the end of the past fiscal year, an annual report, or similar.
77. Sellers considering this request to be proprietary and confidential should also submit a separate redacted response. Failure to do so may result in information becoming available to the public.

Tie Bids:

78. Should identical low, responsive and responsible submittals be received from two or more vendors, quality and service being equal, the city shall exercise one of the following tie breaking methods:
 - a. Tie Bid (two suppliers; 1 local and the other non-local): The local vendor shall be recommended for award.
 - b. Tie Bid (two suppliers – each non-local): The Procurement Division Manager, with a witness present, will flip a coin with heads representing the vendor whose name appears first in alphabetical order. If the toss is heads, said vendor will be recommended for award.

- c. Tie Bid (three or more suppliers): The Procurement Division Manager, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each vendor cut the cards. The vendor who cuts the highest card (with Ace high) shall be recommended for award.

AWARD:

79. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations, price and other factors considered.
 - a. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling, ordering lead times, equipment maintenance costs, standardization, demands on project management resources, soft costs of contract management and items typically identified with and relating to a "Life Cycle Cost Analysis".
80. Award is based on the lowest responsive responsible offer; offering the Lowest Life-Cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
81. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate. Seller may restrict their offer to consideration in the aggregate by so stating on the proposal form.

REQUIREMENTS IF AWARDED THE ORDER:

Registration:

82. The successful supplier, prior to the execution of the Purchase Order must be registered as a vendor in order to do business with the City of St. Charles.

Insurance:

83. The successful Seller will be required to carry insurance acceptable to the City as stated on the Purchase Order Terms and Conditions.
84. Certificates of Insurance, Endorsements, and a Waiver of Subjugation shall be submitted with the execution of the Purchase Order.
85. The Sellers obligation to purchase stated insurance cannot be waived by the city's action or inaction.

Audit:

86. The successful Seller may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City, or other parties which in the City's opinion requires information. Information and documentation will include, but not be limited to: original estimate files, change order estimate files, supplier quotes and rebates, and all product related correspondence.

PROTESTS:

87. Any Seller who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
 - a. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Division Manager at Procurement@stcharlesil.gov no later than the last date for questions as reflected on the cover page of this document.
 - b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Division Manager at Procurement@stcharlesil.gov no later than three business days after results are publicly posted.
88. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated; identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
89. A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the

form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.

- a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Seller filing the protest.
 - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
90. Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
- a. The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
 - b. Appeals of the Procurement Division Manager's decision must be made in writing within three business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c. The City Administrator's decision is final.

OTHER ENTITY USE:

91. Although this solicitation is specific to the City of St. Charles, Sellers have the option of allowing this offer, if awarded by the City to the Seller, to be available to other local entities and agencies within the Kane-DuPage-Cook-Will and Kendall Counties. If the successful Seller and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.
92. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

Special Provisions for Goods

Part 1: REGARDING THE SOLICITATION PROCESS:

A) Submittal Structure:

- 1) Response Cover Page will be page 1 of your submittal (*attached*)
- 2) Response Signature Page will be page 2 of your submittal (*attached*)
- 3) Response Price Proposal Page will be page 3 of your submittal (*attached*)
- 4) Certification of Compliance will be page 4 of your submittal (*attached*)
- 5) Response Requirements (*attached*), and the requested attachments, will be page 5+ of your submittal
- 6) Submit all of the below in one sealed envelope identified with the enclosed label:
 - a. 1 original for Procurement
 - b. 1 original for Project Manager
 - c. 1 file copy via USB Flashdrive for Procurement identified with solicitation # and project name.
 - d. If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
 1. 1 redacted original identified as REDACTED ORIGINAL
 2. 1 file copy on the same above USB Flashdrive, identifying file as REDACTED ORIGINAL

B) Response Requirements (*reference Proposal Response Documents page 5*)

C) Cost Proposal (*reference Proposal Response Documents page 3*)

Part 2: REGARDING THE GOODS

D) The St. Charles Purchase Order Terms and Conditions are attached for reference at the end of this document.

E) Change Order Procedure: The city reserves the right to make changes to the purchase order by altering, adding to, or deducting from the quantity, without invalidating the agreement. All such changes shall be executed under the conditions of the original agreement.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the quantity, the time for delivery, renewal or any combination thereof.
- 3) Change orders will be signed by the city and the seller prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to satisfy all requirements.
- 5) If the seller's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be confirmed as a purchase order amendment.

F) Payment:

- 1) Services shall be invoiced as materials are delivered.
- 2) Authorization of payment requires receipt of sellers invoice, receipt of delivery of goods AND upon inspection and acceptance of goods by Project Manager, and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

G) Quality Issues: The seller shall not be reimbursed until goods are deemed acceptable.

Requirements and Specifications

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>
1. CA-7, ¾" CRUSHED LIMESTONE	2000 TONS
2. CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS

ALTERNATES PRICING: NOT INCLUDED IN BID ANALYSIS

3. CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS
4. FA-2, TORPEDO SAND	400 TONS
5. CM-16, 3/8" WASHED STONE	50 TONS
6. CA-16, 3/8" WASHED STONE	50 TONS
7. CA-16# 4 PEA GRAVEL	50 TONS
8. FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS
9. CA-1, 3"	100 TONS
10. SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS
11. SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS



Response Cover Page

This is page #1 of your response.

Stone/Gravel #1023

Based on
Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		Contacts:	
Firm Name		Operations: if applicable	
DBA		Contact Name	
Address		Contact Phone #	
		Contact E-mail	
City, St, Zip		Sales: Price, Quality, and Service	
Signature		Contact Name	
Print Name		Contact Phone #	
Position		Contact E-Mail	
Phone #		Customer Service: Purchase Order, Invoicing, Payment	
Fax #		Contact Name	
E-mail Address		Contact Phone #	
		Contact E-Mail	

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):

<p>For Office Use: S/G/B Originator: CPR: CC: W9 COI Disc: w/i</p>



Signature Page

This is page #2 of your response.

Stone/Gravel #1023

Based on
Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Attach seal here.



Response Price Proposal Page

This is page #3 of your response.

Stone/Gravel #1023

Based on Addendum # _____

I (we) propose to furnish all goods and services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>		<u>PRICE (PER TON)</u>		<u>AMOUNT</u>
1. CA-7, ¾" CRUSHED LIMESTONE	2000 TONS	x	\$ _____	=	\$ _____
2. CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS	x	\$ _____	=	\$ _____
					Subtotal \$ _____

****ALTERNATE PRICING: NOT INCLUDED IN BID ANALYSIS****

3. CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS		\$ _____		
4. FA-2, TORPEDO SAND	400 TONS		\$ _____		
5. CM-16, 3/8" WASHED STONE	50 TONS		\$ _____		
6. CA-16, 3/8" WASHED STONE	50 TONS		\$ _____		
7. CA-16 #4 PEA GRAVEL	50 TONS		\$ _____		
8. FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS		\$ _____		
9. CA-1, 3"	100 TONS		\$ _____		
10. SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS		\$ _____		
11. SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS		\$ _____		

Please confirm that all fees, inclusive of but not limited to: shipping, handling, freight, stocking, delivery, fuel sur-charge, permits, manufacturer's warranty including repair and replacement of parts and labor within warranty period; ... are included within the above prices. . Yes No

We will accept payment via City of St. Charles credit card. Yes No

We will allow a discount of _____% if payment is received within _____ days of invoice.



Certification of Compliance

This is page #4 of your response.

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name _____ Signature _____ Date _____



Response Requirements

This, and the attached answers, is page #5 of your response.

Stone/Gravel #1023

Please provide the below information in the order requested, identifying each section number.

Experience and Capabilities

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank
3. Provide a W9
4. Certificate of Insurance
5. A brief explanation of the following:
 - a. A time your organization failed to complete a contract
 - b. Bankruptcy or reorganization
 - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years



Customized Mailing Label For Sealed Submittal

Stone/Gravel #1023

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.



Sealed Submittal

Stone/Gravel #1023

DUE: Tuesday Feb. 5, 2019

Prior to: 2:00 PM

FROM:

Firm
Name

TO:

Receptionist / City Hall

City Of St Charles

2 East Main Street

St Charles, IL 60174

St Charles Purchase Order Terms and Conditions

Offer and Acceptance

1. This purchase order is an offer to purchase the indicated goods. Acceptance of this purchase order is evidence that an agreement exists between the Seller and the City of St. Charles (City).
2. Seller to acknowledge receipt of this order via e-mail to PurchasingGroup@stcharlesil.gov.

Terms

3. **Freight.** All pricing must be **FOB DESTINATION; FREIGHT PREPAID & ALLOWED.** Title to the goods passes from the Seller to the city at the point of destination and Seller pays all freight expense.
4. **Acknowledgement.** If this Order has been issued by the City in response to an offer by the Seller, then the Seller's acceptance of this Order shall constitute agreement by the Seller to the city's additional terms, different terms and modifications. The City does not agree to any additional, different or modified terms contained in the Seller's acknowledgement of the purchase. All additional, different, or modified terms are not binding upon the city unless expressly accepted by the City in writing.
5. **Uniform Commercial Code.** As to terms not expressed within this Order, the Uniform Commercial Code (UCC) shall govern this agreement between the Seller and the City.

Price and Payment

6. **Taxes.** The City is exempt from payment of State, Federal Excise, and Illinois Retailers occupational Taxes. The City's Tax exemption number is E9996-0680-07.
7. **Payment.** (1) Payment will result from a Seller generated invoice emailed to AccountsPayable@stcharlesil.gov, and City verification of receipt and acceptance of material; (2) Checks will be payable only to the company awarded this order. Any circumstances requiring a third party reimbursement must be approved in writing by the city's Director of Finance. (3) The City complies with the Illinois Local Government Prompt payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
8. **Invoices.** (1) Invoices must reflect the following applicable information: Name of Seller, Purchase Order Number, Description and stock Number, Quantity Ordered, Quantity shipped, Quantity on Back Order, price as stated on the award document. (2) Invoices will be approved for payment following: acceptance of product, receipt of packing list and invoice, and any other required paperwork. (3) A separate invoice should be generated with each shipment. (4) Any invoice submitted in excess of two (2) months from order completion will not be paid.

Deliveries

9. **Packaging and Timeliness.** Deliveries must (1) include a packing slip within each shipment; (2) be labeled on each package with the Purchase Order number; and (3) delivered between 7:00am-3:30pm Monday – Friday except for holidays.
10. **Ownership.** Title to goods passes from Seller to City at the point of destination, upon physical inspection by the City of the goods found to be acceptable and in full compliance with the solicitation documents and Order. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods within a reasonable time subsequent to delivery.
11. **Non-Performance.** Time is of the essence for completion of this Order. The City may cancel the Order, or any portion of it, if delivery is not made within the specified time. Cancellation due to Seller's non-performance constitutes authority of the City to purchase on the open market goods or services of comparable grade to replace the wholly or partially cancelled Order. Seller shall deduct from the Order these quantities purchased by the City. Seller shall reimburse the City for any expenses incurred in excess of the Order prices.
12. **Unavoidable Delay.** Delay in the delivery of goods purchased due to cause beyond Seller's control shall require the Seller with knowledge of the delay to immediately request an extension of time from the City. The City reserves the right to grant the Seller this extension. Failure on the Seller's part to notify the City of "unavoidable delay" is recognized as Seller's non-performance of the Order. Any "unavoidable delay" time extension granted by City must be documented by a Purchase Order Change Order issued by the City as an addendum to this Order.
13. **Collect On Delivery.** COD shipments will not be accepted by the City without specific prior arrangements in writing.
14. **Toxic Substance.** Seller shall comply with the requirements of the Toxic Substance Disclosure to Employees Act, Public Act 83-240, for any materials supplied and covered by the act. Material Safety Data Sheets (MSDS) shall be provided by Seller with each shipment at time of delivery.

Rejection of Goods

15. **City Rights.** In the event the delivered material is found to be defective or does not conform to the solicitation documents and executed contract, the City reserves the right to: (1) Cancel the order upon written notice to the Seller; (2) Deduct such amount from monies owed the Seller, or, with mutual agreement, the Seller may issue a credit to City; (3) Purchase in the open market goods of comparable grade to replace the goods rejected. Such purchases shall be deducted from contract quantities. Seller shall reimburse the City for any expense incurred in excess of contract prices.
16. **Seller Duty.** The Seller agrees, upon notification by the City of rejection of materials, to promptly remove all defected materials from City facilities, at their sole expense.
17. **Public Necessity.** Should public necessity demand it, the City reserves the right to use or consume goods delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division Manager.

Warranty

18. **The Seller Warrants.** (1) that all goods furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein; (2) all goods are free from defects in design; (3) all goods are suitable for and will perform in accordance with the purposes for which they were intended.
19. **Commercial Warranty.** The Seller agrees that the goods furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for such goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.

Insurance

20. Seller shall procure Commercial General Liability Insurance to include products liability with a limit of \$1,000,000 and name the City as an additional insured on a primary and non-contributory basis. Failure by the city to request the Certificate of Insurance documenting this coverage shall not be construed as a waiver of Seller's obligation.

Indemnify

21. **Patents and Copyrights.** The Seller warrants that the sale or use of its products will not infringe on any United States or foreign patent. The Seller shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. The Seller will, upon request of the City, and at the Seller's own expense, defend any suit or action which may be brought against the City or those selling or using any related product of the City by reason of any alleged infringement of any patent or copyright in the sale or use of the Seller's products.
22. **Loss and Liability.** The Seller shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to reasonable attorney's fees and costs of litigation, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, subcontractor, or contractor hired to provide any goods or perform any services on behalf of the Seller.

Policy

23. **Non-Discrimination.** The Seller shall comply with all rules and regulations pertaining to public contracts adopted by the State of Illinois and the City inclusive of, but not limited to: The Illinois Human Rights Act, The Equal Employment Opportunity Clauses, The Public Works Employment Discrimination Act, The Civil Rights Act, and The Americans with Disabilities Act.
24. **Non-Waiver of Rights:** No failure of either party to exercise any power given to it thereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
25. **Courts of Jurisdiction.** The parties agree that any and all disputes, disagreements or litigation, by, between, or amongst them, related to this contract shall be exclusively heard and resolved in the courts of the 16th Judicial Circuit, Kane County, Illinois.
26. **Governing Law.** This agreement is governed by the laws of the State of Illinois.

CHANGE ORDER: Stone/Gravel

Exhibit D

Contract #1023 PO# _____ Amendment # _____

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- Changed / Unforeseen Condition
- Change in Scope
- Errors and Omissions
- Renewal / Extension of Services

2. The effect of this change is (check all that apply):

- Total Cost is increased by \$ _____
- Material is increased by \$ _____
- Extension of _____ (calendar / work) days
- Extension of Completion Date from _____ to _____
- Emergency Change, not to exceed \$ _____

3. Attachments Supporting Change Order (check all that apply)

- Contractor's Proposal
- Description of Change (include Drawing if applicable)
- other: _____

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	<i>a</i>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	<i>b</i>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	<i>c</i>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	<i>d</i>	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	<i>e</i>	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? NO	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ date _____

City Administrator _____ date _____

Contractor/Professional Service Provider _____

For Office Use Only