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**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park Floor Mat Services**  
**Issuance Date: 2/8/2023**

The Village of Oak Park will receive bids from floor mat companies for weekly floor mat services at the Public Works Center, Village Hall and three fire stations. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 11:00 a.m. local time on Friday, February 24<sup>th</sup>, 2023. Bids will be reviewed in private (no public bid opening) and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Bids must be enclosed in a sealed envelope marked **“Village of Oak Park Floor Mat Services.”**

Specifications and bid forms may be obtained at the Public Works Center at the address listed above or by calling the Building Maintenance Contract Coordinator, Alfredo Gutierrez at 708-358-5700 or by e-mail request to [fgutierrez@oak-park.us](mailto:fgutierrez@oak-park.us).

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

The documents constituting component parts of their agreement, comprised of pages, are the following:

Do not detach any portion of this document. Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached.

**Submission of Bids**

The bid shall be submitted on the bid forms included herewith. The bid shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Alfredo Gutierrez, Building Maintenance Contract Coordinator  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**SECTION I**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES**

**Preparation and Submission of Bid:**

All bids must be delivered to the Public Works Center by the specified time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page. Electronic submission will also be accepted so long as the date and time of the e-mail is before the due date and time.

**Award of Agreement**

The agreement will be awarded in whole or in part to the responsible contractor whose bid, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a bid or entering into the applicable agreement.

**Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any contractor may withdraw its bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids, by signing a request therefore. No contractor may withdraw or cancel its bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of bids. The successful contractor may not withdraw or cancel its bid after having been notified that the bid was accepted by the Village Board of Trustees.

**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill bid requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and bids. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its bid. The Village reserves the right to visit and inspect the premises and operation of any contractor.

**Rejection of Contractor**

The Village will reject any bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any bid from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

### **Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a bid.

### **Compliance with Applicable Laws**

The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

### **Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

### **Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's bid. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

### **Interpretation of Agreement Documents:**

Any contractor with a question about this bid may request an interpretation thereof from the Village. If the Village changes the bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the bid submission.

### **Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

### **Agreement**

The selected contractor shall enter into an agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the agreement bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

**Term of Agreement and Rate Adjustment**

This Agreement is valid for purchases through \_\_\_\_\_, \_\_\_\_\_.

The Village shall have the option to renew the Contract for two (2) additional one (1) year periods with all terms and conditions, other than price, remaining the same. The Village will allow the Contractor to increase or decrease the Contract Price for each annual renewal.

On or before November 20th of each year this Agreement is in effect, the cost for the Work provided during the next Contract period under the Agreement may be adjusted as follows:

1. The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
2. Notwithstanding anything contained in this Agreement to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for Work provided under this Agreement in any year.
3. Any applicable adjustment shall take effect on January 1st.

**Notice to Proceed**

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent grants an extension.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

**Hold Harmless**

See attached form Agreement.

**Insurance**

See attached form Agreement.

**Termination of Agreement**

See attached form Agreement.

**SECTION II  
DETAILED SPECIFICATIONS**

**GENERAL CONDITIONS**

The bidder shall provide, and the Village shall rent, on a weekly basis, 9 mil. rubber floor mats at the following locations with the following quantities:

Qty.	Service Location
	<b>Village Hall - 123 Madison</b>
6	3X5 NI HD
8	3X10 NI HD
2	4X8 NI HD
2	4X6 NI HD
2	5X8 NI HD
<b>20</b>	TOTAL:
	<b>Public Works - 201 South Blvd.</b>
1	3X4 NI HD
13	3X5 NI HD
7	3X10 NI HD
2	3X15 NI FB
1	4X8 NI HD
2	4X15 NI HD
1	5X8 NI HD
<b>13</b>	TOTAL:
	<b>Main Fire Station - 100 N. Euclid</b>
1	3X4 NI HD
10	3X5 NI HD
1	3X10 NI HD
2	4X6 NI HD
<b>14</b>	TOTAL:
	<b>South Fire Station - 900 S. East Ave.</b>
1	3X4 NI HD
10	3X5 NI HD
1	3X10 NI HD
2	4X6 NI HD
<b>14</b>	TOTAL:
	<b>North Fire Station - 212 Augusta</b>
1	3X4 NI HD
10	3X5 NI HD
1	3X10 NI HD
2	4X6 NI HD

<b>14</b>	TOTAL:
	<b>Holley Court Garage - 1125 Ontario</b>
2	3X5 charcoal office
3	3X10 charcoal office
1	4X8 charcoal level 1 East
1	5X6 charcoal level 1 East
10	5X10 charcoal elevator lobby
1	5X15 charcoal office
11	4X6 charcoal upper level
<b>29</b>	<b>TOTAL</b>
	<b>Avenue Parking Garage - 720 North Blvd.</b>
1	3X5 Parking Security
2	4X8 charcoal
1	5X12 charcoal southwest stair
2	5X15 charcoal elevators
<b>6</b>	<b>TOTAL</b>
<b>1</b>	<b>Service/Delivery charge(s)</b>

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

**Licenses and Permits**

The contractor shall be responsible for becoming a licensed contractor with the Village and shall follow all appropriate and required building codes.

**Alterations, Omissions and Extra Work**

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

**Job Site Conditions**

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facilities. Contractor will take all necessary actions as directed by the Village in that regard.

**Material Storage:** The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

**Safety Precautions:** The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

**Damage to Property:** Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

**Daily Clean-up:** The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

### **Method of Payment**

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's bid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

### **Change Orders**

**Change Orders:** Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

**Emergency Changes:** Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

**Minor Changes (Field Orders):** The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Any change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

### **Correction of Work Prior To Final Payment**

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

### **Contractor's Representative**

The contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

### **Workers**

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

### **Time of Work**

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 4:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Superintendent.



### **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

### **Mandatory Qualifications for Contractor's Personnel**

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.
2. Supervisors must be fluent in the English language and capable of reading and writing English.
3. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

### **OSHA Requirements**

1. Material Safety Data Sheets – Contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used that require identification, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
2. Labeling of Hazardous Materials – Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs – Contractor selected shall use "caution signs" as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

**SECTION III  
BID FORMS (Pricing)**

The undersigned proposes to furnish all materials and labor required to complete the Work in accordance with the attached specifications and at the prices indicated below.

Qty.	Service Location	Unit Cost	Total
	<b>Village Hall - 123 Madison</b>		
6	3X5 NI HD		
8	3X10 NI HD		
2	4X8 NI HD		
2	4X6 NI HD		
2	5X8 NI HD		
<b>20</b>	<b>TOTAL</b>		
	<b>Public Works - 201 South Blvd.</b>		
1	3X4 NI HD		
13	3X5 NI HD		
7	3X10 NI HD		
2	3X15 NI FB		
1	4X8 NI HD		
2	4X15 NI HD		
1	5X8 NI HD		
<b>27</b>	<b>TOTAL</b>		
	<b>Main Fire Station - 100 N. Euclid</b>		
1	3X4 NI HD		
10	3X5 NI HD		
1	3X10 NI HD		
2	4X6 NI HD		
<b>14</b>	<b>TOTAL</b>		
	<b>South Fire Station - 900 S. East Ave.</b>		
1	3X4 NI HD		
10	3X5 NI HD		
1	3X10 NI HD		
2	4X6 NI HD		
<b>14</b>	<b>TOTAL</b>		
	<b>North Fire Station - 212 Augusta</b>		
1	3X4 NI HD		
10	3X5 NI HD		
1	3X10 NI HD		

2	4X6 NI HD		
<b>14</b>	<b>TOTAL</b>		
	<b>Holley Court Garage - 1125 Ontario</b>		
2	3X5 charcoal office		
3	3X10 charcoal office		
1	4X8 charcoal level 1 East		
1	5X6 charcoal level 1 East		
10	5X10 charcoal elevator lobby		
12	5X15 charcoal office		
11	4X6 charcoal upper level		
<b>30</b>	<b>TOTAL</b>		
	<b>Avenue Parking Garage - 720 North Blvd.</b>		
1	3X5 Parking Security		
2	4X8 charcoal		
1	5X12 charcoal southwest stair		
2	5X15 charcoal elevators		
<b>6</b>	<b>TOTAL</b>		
<b>1</b>	<b>Service/Delivery charge(s)</b>		
	<b>OVERALL TOTAL:</b>		

**BID FORMS (Pricing) continued**

Bid Signature: \_\_\_\_\_

State of \_\_\_\_\_)      County of \_\_\_\_\_)

\_\_\_\_\_,  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above bid is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their bid from the agreement specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: \_\_\_\_\_/\_\_\_\_\_/2023      \_\_\_\_\_

Organization Name  
(Seal - If Corporation)

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**BID FORMS (Pricing) continued**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

\_\_\_\_\_ in the State of \_\_\_\_\_. My  
Commission  
Notary Public

Expires on \_\_\_\_/\_\_\_\_/\_\_\_\_\_

In compliance with the above, the undersigned offers and agrees, if his/her bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL: \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL: \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SECTION IV  
CONTRACTOR CERTIFICATION**

\_\_\_\_\_, as part of its bid on an agreement for floor mat services  
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

\_\_\_\_\_  
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**SECTION V  
TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:

that he/she is \_\_\_\_\_ of  
(partner, officer, Village, etc.)

\_\_\_\_\_  
(Contractor selected)

The individual or entity making the foregoing bid or bid certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
(name of contractor if the contractor is an individual)  
(name of partner if the contractor is a partnership)  
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.



**SECTION VI**  
**ORGANIZATION OF PROPOSING FIRM**

Please fill out the applicable section:

**A. Corporation:**

The contractor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

The corporation has a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is \_\_\_\_\_, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The contractor is a partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Village

**SECTION VII**  
**COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, (print name) being first duly sworn on oath depose and state:

1. I am the (title) \_\_\_\_\_ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

Name and address of Business: \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

- Notary Public Seal -

<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the contracting business entity.

**SECTION VIII**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: \_\_\_\_\_

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

\_\_\_\_\_ Number of full-time employees

\_\_\_\_\_ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

**An EEO-1 Report may be submitted in lieu of this report** \_\_\_\_\_

Contractor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_

(Name of Person Making Affidavit)

(Title or Officer)

of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
( Signature )

\_\_\_\_\_  
( Date

**SECTION IX**  
**NO BID EXPLANATION**

If your company does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Thank you.

Bid Name: **Village of Oak Park Floor Mat Services**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

SAMPLE ONLY – DO NOT SIGN:

**PURCHASE PRICE AGREEMENT**

**THIS PURCHASE PRICE AGREEMENT** (“Agreement”) is entered onto on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Oak Park (“Village”), an Illinois home rule municipal corporation, 123 Madison Street, Oak Park, Illinois 60302 and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

**1. Price**

Contractor is a supplier of \_\_\_\_\_ (“Materials”). Contractor has provided the Village with a 2023 price for its Materials as set forth in its Proposal dated \_\_\_\_\_, \_\_\_\_\_, attached hereto and incorporated herein by reference. The Village accepts the price set forth in the attachment and agrees to purchase from Contractor such Materials as it finds necessary at the price set forth in the attachment. This Agreement does not commit the Village to purchase any specific quantity of Materials. The total amount of Materials to be purchased pursuant to this Agreement shall not exceed \$\_\_\_\_\_.

**2. Tax Exempt**

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer’s occupation taxes. Contractor agrees that its invoices will not include any amount for such sales taxes or retailer’s occupation taxes.

**3. Payment**

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

**4. Term of Agreement and Rate Adjustment**

This Agreement is valid for purchases through \_\_\_\_\_, \_\_\_\_\_.

The Village shall have the option to renew the Contract for two (2) additional one (1) year periods with all terms and conditions, other than price, remaining the same. The Village will allow the Contractor to increase or decrease the Contract Price for each annual renewal.

On or before November 20th of each year this Agreement is in effect, the cost for the Work provided during the next Contract period under the Agreement may be adjusted as follows:

1. The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
2. Notwithstanding anything contained in this Agreement to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for Work provided under this Agreement in any year.
3. Any applicable adjustment shall take effect on January 1st.

**5. Governing Law and Venue**

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

**6. Dispute Resolution**

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

**7. Binding Authority**

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

**VILLAGE OF OAK PARK**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Village Manager

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023.

**ATTEST**

**ATTEST**

By: Vicki Scaman  
Its: Village Clerk

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_