



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

## **NOTICE TO BIDDERS**

### **CITY OF WHEATON**

Description: WATER DIVISION MATERIALS 2017

Requesting: Invitation to Bid (2 original copies compiled as described within)

Issue Date: Monday, July 17, 2017

Mandatory Pre-Bid Meeting: None

Last Date for Questions: Thursday, July 27, 2017 at 12:00 p.m.

Sealed Proposal Submittal Due: Wednesday, August 9, 2017 prior to 11:00 a.m. local time

Public Bid Opening Location: Wednesday, August 9, 2017 at 11:00 a.m. local time  
Wheaton City Hall, 303 West Wesley St., Wheaton, IL  
Council Chambers, 2<sup>nd</sup> Floor

Note: The Prevailing Wage Act (820 ILCS 130/1-12) does not apply

Contacts for this bid: [LStyczen@wheaton.il.us](mailto:LStyczen@wheaton.il.us)

All bid documents and specifications are available only online at the City of Wheaton website  
<http://www.wheaton.il.us/bids/> beginning July 17, 2017. All questions regarding this project bid are to be addressed to the Procurement Officer at the Wheaton City Hall, 303 W. Wesley Street, Wheaton, Illinois, via e-mail at [LStyczen@Wheaton.il.us](mailto:LStyczen@Wheaton.il.us).

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibited.

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## WATER DIVISION MATERIALS 2017

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### GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF GOODS

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

#### **1. SOLICITATION PROCESS**

a. Documents:

- i. The City of Wheaton's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
- ii. It is the responsibility of the Offeror to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
- iii. All questions concerning this solicitation shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).
- iv. Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections and 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 <http://www.wheaton.il.us/bids/>. It is up to the Offeror to check this site for the most current addendum.
- v. Offerors shall acknowledge the receipt of the addendum on the offer.

b. The Cone of Silence:

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

c. Exceptions to the Cone of Silence:

- i. Written communications directed to the Procurement Officer.
- ii. All communications occurring at pre-bid meetings.
- iii. Oral presentations during finalist interviews, negotiation proceedings, or site visits.
- iv. Oral presentations before publicly noticed committee meetings.
- v. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- vi. Procurement of goods or services for Emergency situations

#### **2. OFFERS**

- a. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified.
- b. **QUOTES** are to be submitted via fax or e-mail. Verbal offers will not be accepted.
- c. **FORMAL OFFERS** must be on the forms provided and compiled in the order stated. Do not use binders, folders, tabs or papers larger than 8.5 x 11.
- d. Delivery of an offer is acceptance of the City's Terms and Conditions and requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Provisions, General Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive. The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

#### **3. ORDER OF PRECEDENCE**

- a. Wherever requirements are in conflict, the order of precedence shall be as follows: Agreement, City Specifications, General Conditions, Special Provisions, Terms and Conditions.
- b. City requirements take precedence over supplier's offer.

#### **4. SIGNATURES AS OFFER**

- a. 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.
- b. Offers by:
  - i. 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.
  - ii. 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.
  - iii. 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.

#### **5. WITHDRAWAL OF OFFERS**

- a. 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 Officer prior to the due date.
- b. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
- c. Negligence in preparing an offer confers no right of withdrawal after due date.

#### **6. TIMEFRAME AND CONSEQUENCES**

- a. Offers must be received before the designated time.
- b. 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.
- c. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

#### **7. PUBLIC OPENINGS**

- a. Formal Offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the Offeror, offered price, and note if deviations are stated. At the conclusion of the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.
- b. Results of Openings will be published on the City's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.
- c. Offerors 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.
- d. 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.

#### **8. REQUIREMENTS**

- a. Brand Names or Equal:
  - i. 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.
  - ii. If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.
  - iii. 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.

- iv. Consideration of other makes and models will be considered, provided the Offeror submits a request for pre-approval by the last date for questions as reflected on the cover page of this document. Offeror 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. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).
- b. Quantities:
  - i. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the purchase order.
  - ii. 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.
  - iii. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

## 9. BID BONDS

- a. The City may require a Bid Bond / Bid Deposit if so stated.
- b. Bid Bonds / Bid Deposits are typically ten percent (10%) of the full Agreement price unless depicted otherwise on page one of the solicitation.
- c. If a Bid Deposit (preferred), it shall be submitted with formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. 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 Offerors.
  - i. The Bid Deposit check of the successful Offeror will be retained until the goods have been received and found to be in compliance with specifications.
  - ii. The Bid Deposit check of the successful Offeror shall be forfeited to the City in the event that the Offeror withdraws its offer, or neglects, refuses or is unable to enter into an agreement.
- d. If Offeror chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

## 10. DEVIATIONS TO REQUIREMENTS AND ALTERNATE OFFERS

- a. If the Offeror is unable to meet most of the specifications, but believes their product will meet the needs of the city, the Offeror should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
- b. If an Offeror plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).
- c. The Procurement Officer 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 Purchasing's recommendation to the City Council.

## 11. ENVIRONMENTAL REQUIREMENTS

- a. 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.
- b. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Offerors suggest recycled content products as alternatives.
- c. 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.

d. To help "Turn Wheaton Green", the offerors sustainability policy, as well as green initiatives for this specific solicitation, will be considered in the evaluation of the offer.

## **12. PRICE**

- a. Shipping shall be **F.O.B. Destination, Freight Pre-paid and Allowed.**
- b. The price offered shall not exceed what is charged to any other government agency, and remain firm throughout the duration of the agreement.
- c. 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.
- d. Price shall represent the entire cost of all requirements stated within the solicitation and award documents. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.

## **13. DISCOUNTS**

- a. Discounts of less than thirty (30) days will not be considered in the evaluation.
- b. Discounts for thirty (30) days or more may be considered in the evaluation.
- c. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
- d. Discounts will be figured from either the date of receipt of a proper invoice or the approval of the quality of the product received – whichever is later.

## **14. TAXES**

- a. Unit prices shall not include any local, state or federal taxes.
- b. The City is exempt by law from paying sales tax on goods, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- c. The City's Sales Tax Exemption Number is E9997-4312-07.

## **15. EVALUATION OF OFFERS**

- a. Receipt of One (or too few) offers: 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:
  - i. Returned unopened to the Offeror for re-submittal at the new due date and time, or
  - ii. If there are no changes in requirements, and pending agreement with the Offeror, held until the new due date and time
- b. If the City does not receive any offers, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

## **16. DETERMINING RESPONSIVENESS OF OFFER**

- a. Responsive Offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all Purchase Order terms and conditions.

## **17. WAIVERS AND REJECTION OF OFFERS**

- a. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Offerors to further clarify the Offerors response as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
- b. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, suspicion of collusion, pricing aberrations, front end loading; 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.

- c. The City reserves the right to accept or reject any offer in which the Offeror names a total price for all the goods without quoting a unit price on each and every item.
- d. **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.

## **18. DETERMINING RESPONSIBILITY OF THE BIDDER**

- a. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.
- b. Upon request by the City, Offerors 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.
- c. Offerors 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.
- d. Offerors may be required to affect 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.
- e. Offerors may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Offeror.
- f. Offerors may be required to provide their internal policy on sustainability.

## **19. CONFIDENTIAL INFORMATION**

- a. Offerors 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.
- b. Offerors 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.

## **20. SELECTION PROCESS**

- a. 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.
- b. 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, ordering lead times, equipment maintenance costs, and items typically identified with and relating to a "Life Cycle Cost Analysis".
- c. The City will consider the following non-exclusive list in determining award: soft costs of agreement management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
- d. Should identical low, responsive and responsible bids be received from two or more Offerors, the City shall exercise one of the following tie breaking methods:
  - i. Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
  - ii. Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

## **21. AWARD**

- a. Except as otherwise stated, offers will be awarded within ninety (90) days from the opening date.
- b. 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.
- c. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate. Offeror may restrict their offer to consideration in the aggregate by so stating on the proposal form.
- d. The successful Offeror may be required to enter into a purchase order or agreement with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

## **22. REQUIREMENTS IF AWARDED THE ORDER**

- a. Registration: The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.
- b. Insurance: The successful Offeror, if awarded by Purchase Order, will be required to carry insurance acceptable to the City as stated on the Purchase Order Terms and Conditions.
  - i. Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
  - ii. The Offerors obligation to purchase stated insurance cannot be waived by the city's action or inaction.

## **23. AUDIT**

- a. The successful Offeror 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. Data, 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.

## **24. PROTESTS**

- a. Any Offeror who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
  - i. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer by the last date for questions as reflected on the cover page of this document.
  - ii. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- b. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), 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).
- c. 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.
  - i. 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 Offeror filing the protest.
  - ii. 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.
- d. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
  - i. The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.

- ii. Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- iii. The City Manager's decision is final.

**25. OTHER ENTITY USE**

- a. Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror 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 agreement.
- b. 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.

**END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF GOODS**

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## WATER DIVISION MATERIALS 2017

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### SPECIAL TERMS AND CONDITIONS

Water Division Materials consist of: Meters and Services, Repair Clamps, Valves, Hydrants, and Pipe Fittings.

**1) MINIMUM QUALITY SPECIFICATIONS**

- a. All products quoted are to meet or exceed the minimum quality and performance specifications as defined by the American Water Works Association.
- b. Supplier's specifications and/or Material sample shall be submitted for approval:
  - i. By the Bidder, if proposing a non-specified alternative
  - ii. By the successful Supplier, when there is a change in materials, source, manufacturer or when requested by the City.

**2) DELIVERY and TERMS**

- a. Shipments are to be FOB Destination Freight Prepaid and Allowed.
- b. All deliveries are to be made to the following address:

City of Wheaton  
Water Department  
210 South Reber Street  
Wheaton, IL 60187

- c. For Internal Purposes: All invoices are mailed to the attention of the Project Manager; City of Wheaton; PO Box 727; Wheaton, IL 60187.

**3) COMPONENTS AND PARTS NOT LISTED**

- a. The City may opt to purchase similar components and parts not listed in these specifications. For those purchases, please provide a percentage of discount from the lowest published list price effective at the time of order.

**4) MAXIMUM DELIVERY TIME**

- a. Upon receipt of the City's order (verbal or written) the successful Supplier shall take no longer than the following time to deliver the part(s) to the City:
  - i. Routine Order: five (5) days
  - ii. RUSH Order: two (2) days
  - iii. EMERGENCY Order: In the event of emergency repairs, the successful Supplier must have parts available 24-hours a day, seven days a week. Include a pager or cellular and regular phone number for your firm where a representative can be reached after hours.
- b. The City may opt to pick up parts directly from the Supplier. As such, all parts/components listed in these attachments must be located within a 35-mile radius of the City of Wheaton.
- c. FIRE HYDRANT PARTS: eight (8) week lead time

**5) INVENTORY LEVELS**

- a. If Supplier's inventory level is inadequate to the extent that Supplier is unable to deliver the item quantities ordered by the City within the maximum delivery time specified pursuant to paragraph 4 of these Special Terms and Conditions, Supplier shall promptly notify the City of its inadequate inventory level and City shall have the right to:
  - i. Purchase items from another vendor and bill Supplier for the price difference; or
  - ii. Cancel the Purchase Order.

**6) AWARD**

- a. Award will be to the low bidder for each line item.

**END OF SPECIAL TERMS AND CONDITIONS**

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## WATER DIVISION MATERIALS 2017

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### SPECIFICATIONS

#### 1) FIRE HYDRANTS

- a. Mueller Centurian A-421, 4½ inch valve opening
- b. 6-inch flange x mechanical A2360 resilient wedge valve attached.
- c. All bolts shall be stainless steel on all valves and hydrants.

#### 2) GATE VALVES

- a. Mueller A2360-23 (4-inch through 12-inch); or
- b. A2361-23 (16-inch) resilient wedge gate valve; or
- c. American Flow Control Series 2500 resilient wedge valve

#### 3) MECHANICAL JOINTS

- a. EBAA Iron Megalug mechanical joint restraint gland

#### 4) TAPPING VALVES

- a. Mueller A2360-19 flange x mechanical joint resilient wedge valve; or
- b. American Flow Control Series 2500 flange x mechanical joint resilient wedge valve

#### 5) TAPPING SLEEVES

- a. Smith-Blair 665 stainless steel tapping sleeve with stainless steel flange; or
- b. Ford FTSS stainless tapping sleeve with stainless steel flange

#### 6) VALVE BOXES

- a. Tyler Union 664S screw type cast iron two-piece valve box
  - i. Plastic valve boxes or plastic extensions are not allowed
- b. Valve Box Adaptor II
  - i. Type A Gate Valves – 4"-6" Mueller, 4"-6"-8" AFC
  - ii. Type B Gate Valves – 8" Mueller, 10"-12" AFC
  - iii. Type D Gate Valves – 10" Mueller
  - iv. Type E Gate Valves – 12" Mueller, 16" AFC
- c. Valve box extensions shall be
  - i. Tyler Union #58
  - ii. Tyler Union #60
  - iii. Tyler Union #69 riser

#### 7) END CAPS

- a. Class "A" pipe: Tyler Union Mechanical Joint Cap
- b. Class "B-C-D" pipe: Tyler Union MJ x PE Dual-Purpose Cutting-in Sleeve with Tyler Union Mechanical Joint Cap.

#### 8) WATER MAIN

- a. Class 52 zinc-coated ductile iron pipe

All ductile iron water main and fittings shall be encased with Class C, black or clear, 8 mils. thick, linear low density polyethylene wrap, secured with polyethylene tape.

#### 9) SERVICE FITTINGS

- a. Corporation Cock
  - i. Mueller 300 Ball Corporation Valve B-25000N; or
  - ii. Ford Corporation Stops FB600 size NL

- b. Corporation Cock Quarter and Eighth Bends –  $\frac{3}{4}$ ", 1", 1  $\frac{1}{4}$ ", 1  $\frac{1}{2}$ " and 2"
  - i. Mueller brass with compression ends and swivel nut. Flare nut, non-swivel accepted on sizes where others aren't made. Mueller P-15075N. P-15076N; or
  - ii. Ford brass with compression ends and swivel nut, flare nut, non-swivel accepted on sizes where others aren't made. Ford LA04 size NL, L04 size NL
- c. Curb Stop
  - i. Mueller 300 Ball Curb Valve P-25155N; or
  - ii. Ford Ball Valve Curb Stop B44-size M-NL or
  - iii. B44-size M-G
- d. Curb Box
  - i. Mueller H-10300 curb box with Minneapolis Pattern Base.
- e. Service Saddles
  - i. Smith-Blair Model 317 Epoxy Coated Ductile Iron with double stainless

**END OF SPECIFICATIONS**

## WATER DIVISION MATERIALS 2017

### COST PROPOSAL

**PLEASE SUBMIT 2 original Cost Proposals in sequential order as follows:**

- 1) Cost Proposal form
- 2) Bidder's Price List: an Excel version is available on the City's website  
<http://www.wheaton.il.us/bids/>
  - i) Include an electronic file (memory stick) within the sealed envelope
  - ii) All proposed pricing must be recorded on the electronic file
  - iii) A printed hard copy of the Bidder's Price List is required for illustration purposes only
- 3) Notice of Deviations
- 4) Certification of Compliance
- 5) Contractor Certifications
- 6) Equal Employment Opportunity Clause
- 7) Drug Free Workplace Certification
- 8) Certificate of Insurance

**For items not specified on Bidder's Price List, price percentage of discount from the lowest published list price  
effective at the time of order: \_\_\_\_\_ % Discount from Published List**

**Do not submit perforated pages, nor bind your proposal in anything other than paper clips or binder clips.**

BIDDER has examined copies of all the Invitation to Bid Documents and of the following Amendments  
(receipt of all which is hereby acknowledged):

Amendment #	Date	Amendment #	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

It is the Bidder's responsibility to check the City of Wheaton web site to see if any amendments are issued regarding this project. Amendments may be issued until 48 hours before Bid due date.

<http://www.wheaton.il.us/bids/>.

Company Name \_\_\_\_\_

**CUSTOMIZED MAILING LABEL FOR SEALED BID**

**XXXXXXXXX CUT OUT XXXXXXXXX**

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

**SEALED BID – DO NOT OPEN**

**PROPOSAL FOR:  
WATER DIVISION MATERIALS 2017**

**PROPOSAL FROM: (Insert your company name below)**

Sealed Bids Due: August 9, 2017 before 11:00 a.m.

Public Bid Opening: August 9, 2017 at 11:00 a.m.

**TO BE OPENED BY PROCUREMENT OFFICER**

**MAIL TO:**

**Procurement Office  
City of Wheaton / City Hall  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727**

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
METERS AND SERVICES								
1	No-Lead $\frac{3}{4}$ " Meter couplings (Ford) C38-23-2.5-NL or (Mueller) H-10896N $\frac{3}{4}$ "x $\frac{3}{4}$ "	150	50					
2	No-Lead 1" Meter couplings (Ford) C38-44-2.625-NL or (Mueller) H-10896N 1"x1"	60	60					
3	1000' Roll of meter sealing wire	5	1					
4	1000 - $\frac{1}{2}$ " Lead seals	5	1					
5	$\frac{3}{4}$ " Rubber Water Meter Washers	5,000	1,000					
6	1" Rubber Water Meter Washers	1,000	500					
7	No-Lead $\frac{3}{4}$ " Compression curb stop (Ford) B44-333M-NL or (Mueller) P-25155N	30	10					
8	No-Lead 1" Compression curb stop (Ford) B44-444M-NL or (Mueller) P-25155N	20	10					
9	No-Lead $1\frac{1}{4}$ " Compression curb stop (Ford) B44-555M-NL	25	5					
10	No-Lead $1\frac{1}{2}$ " Compression curb stop (Ford) B44-666M-NL or (Mueller) P-25155N	10	2					
11	No-Lead 2" Compression curb stop (Ford) B44-777M-NL or (Mueller) P-25155N	1	1					
12	No-Lead $\frac{3}{4}$ " Flare corporation stop (Ford) FB600-3-NL or (Mueller) B-25000N	10	10					
13	No-Lead 1" Flare corporation stop (Ford) FB600-4-NL or (Mueller) B-25000N	10	10					
14	No-Lead $1\frac{1}{4}$ " Flare corporation stop (Ford) FB600-5-NL or (Mueller) B-15000N	25	5					
15	No-Lead $1\frac{1}{2}$ " Flare corporation stop (Ford) FB600-6-NL or (Mueller) B-25000N	10	2					
16	No-Lead 2" Flare corporation stop (Ford) FB600-7-NL or (Mueller) B-25000N	1	1					
17	No-Lead $\frac{3}{4}$ " Compression 45 degree bend (Ford) LA04-33S-NL or (Mueller) P-15075N	6	6					
18	No-Lead $\frac{3}{4}$ " Compression 90 degree bend (Ford) L04-33S-NL or (Mueller) P-15076N	6	6					
19	No-Lead 1" Compression 45 degree bend (Ford) LA04-44S-NL or (Mueller) P-15075N	10	10					
20	No-Lead 1" Compression 90 degree bend (Ford) L04-44S-NL or (Mueller) P-15076N	10	10					
21	No-Lead $1\frac{1}{4}$ " 90 degree bend female copper flare x copper flare (Mueller) H-15068N or (AY McDonald) 74776	25	10					
22	No-Lead $1\frac{1}{4}$ " Straight coupling female copper flare x compression copper (Mueller) H-15071N or (Ford) C04-55-NL	25	10					
23	No-Lead $1\frac{1}{2}$ " Compression 45 degree bend (Ford) LA04-66S-NL or (AY McDonald) 74750ST-66	5	5					
24	No-Lead $1\frac{1}{2}$ " Compression 90 degree bend (Ford) L04-66S-AWT-NL or (AY McDonald) 74776ST	5	5					
25	No-Lead 2" Compression 45 degree bend (Ford) LA04-77-NL or (AY McDonald) 74750ST-77	1	1					
26	No-Lead 2" Compression 90 degree bend (Ford) L04-77S-AWT-NL or (AY McDonald) 74776ST-77	1	1					
27	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 4"x1 $\frac{1}{4}$ " 317-048011-000	2	2					
28	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 4"x1 $\frac{1}{2}$ " 317-048013-000	2	2					

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
29	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 6"x1¼" 317-069011-000	20	5					
30	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 6"x1½ " 317-069013-000	15	5					
31	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 8"x1¼" 317-090511-000	6	2					
32	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 8"x1½ " 317-090513-000	6	2					
33	5' – 1¼" (Mueller) curb boxes H-10300 Minneapolis w/bushing	40	20					
34	6' – 1¼" (Mueller) curb boxes H-10300 Minneapolis w/bushing	60	30					
35	Curb box lid w/plug (Mueller) H-10300	60	20					
36	No-Lead ¾"x1" Compression reducer (Ford) C44-34-NL or (Mueller) H-15403N	1	1					
37	1½" Black Pipe threaded couplings (female)	30	30					
38	No-Lead ¾" Copper to copper compression couplings (Ford) C44-33-NL or (Mueller) H-15403N	14	14					
39	No-Lead 1" Copper to copper compression couplings (Ford) C44-44-NL or (Mueller) H-15403N	10	10					
40	No-Lead 1¼" Copper to copper compression couplings (Ford) C44-55-NL or (Mueller) H-15403N	10	10					
41	No-Lead 1½" Copper to copper compression couplings (Ford) C44-66-NL or (Mueller) H-15403N	2	2					
42	No-Lead 2" Copper to copper Compression couplings (Ford) C44-77-NL or (Mueller) H-15403N	1	1					
43	No-Lead ¾" Pack Joint copper x Iron Pipe (Ford) C45-33-NL	1	1					
44	No-Lead 5/8" Brass plugs cc-threaded	10	10					
45	No-Lead ¾" Brass plugs cc-threaded	30	10					
46	No-Lead 1" Brass plugs cc-threaded	5	5					
47	No-Lead 5/8" CC Mueller H-10034N tapered plug	2	2					
48	No-Lead 3/4" CC Mueller H-10034N tapered plug	5	5					
49	No-Lead 1" CC Mueller H-10034N tapered plug	2	2					
50	1¼"x6" Service box extensions w/set screws	20	10					
51	1¼"x12" Service box extensions w/set screws	10	10					
52	7 Foot silver tip B-box key	3	3					
53	8 Foot silver tip B-box key	2	2					
REPAIR CLAMPS								
54	2"x7½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
55	2"x10" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
56	2"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
57	2"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
58	3"x7½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
59	3"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
60	3"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
61	4"x7½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
62	4"x7½"x1"cc Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
63	4"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
64	4"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
65	4"x20" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
66	4"x25" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
67	4"x30" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
68	6"x7½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	20	10					
69	6"x7½"x1"cc Stainless steel full circle repair clamp (Smith-Blair 264) or (Ford FS1)	2	1					
70	6"x12"x1"cc Stainless steel full circle repair clamp (Smith-Blair 264) or (Ford FS1)	1	1					
71	6"x12"x1½"cc Stainless steel full circle repair clamp (Smith-Blair 264) or (Ford FS1)	1	1					
72	6"x12"x2"cc Stainless steel full circle repair clamp (Smith-Blair 264) or (Ford FS1)	1	1					
73	6"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	10	2					
74	6"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	10	2					
75	6"x20" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	4	1					
76	6"x25" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	2	1					
77	6"x30" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	2	1					
78	8"x7½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	2	1					
79	8"x8"x1"cc Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
80	8"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
81	8"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
82	8"x20" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
83	8"x30" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
84	10"x10" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
85	10"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
86	10"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
87	12"x12½" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	3	1					
88	12"x12"x1"cc Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
89	12"x15" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	3	1					
90	12"x20" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	2	1					
91	12"x30" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS1)	1	1					
92	16"x20" Stainless steel full circle repair clamp (Smith-Blair 261) or (Ford FS2)	1	1					
VALVES								
93	4" Mueller resilient wedge cut-in valve (less accessories)	1	1					
94	4" Mueller A2360-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	1	1					
95	6" Mueller A2360-19 or AFC Series 2500 resilient wedge valve flange x M.J. (less accessories)	4	4					
96	6" Mueller A2360-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	8	4					
97	6" Mueller resilient wedge cut-in valve (less accessories)	3	1					
98	8" Mueller A2360-19 or AFC Series 2500 resilient wedge valve flange x M.J. (less accessories)	1	1					
99	8" Mueller A2360-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	2	1					
100	8" Mueller resilient wedge cut-in valve (less accessories)	1	1					
101	10" Mueller A2360-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	1	1					
102	12" Mueller A2360-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	2	1					
103	4" Cut-in sleeve (Mueller) H-840 w/acc	1	1					
104	6" Cut-in sleeve (Mueller) H-840 w/acc	6	3					
105	6" Cut-in sleeve (Tyler) Dual-Purpose w/acc	1	1					
106	8" Cut-in sleeve (Mueller) H-840 w/acc	2	2					
107	10" Cut-in sleeve (Mueller) H-840 w/acc	1	1					
108	12" Cut-in sleeve (Mueller) H-840 w/acc	1	1					
109	Valve box w/lid (Tyler/Union 664-S)	40	20					

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
110	Valve box 5 $\frac{1}{4}$ "x26" top section screw type (Tyler/Union)	10	10					
111	Valve box 5 $\frac{1}{4}$ "x14" screw extension (Tyler/Union #58)	10	10					
112	Valve box 5 $\frac{1}{4}$ "x24" screw extension (Tyler/Union #60)	10	10					
113	Valve box screw risers (Tyler/Union #69)	10	10					
114	6" Ductile Iron water main Class 52 (unit of measure = feet)	40	20					
115	8" Ductile Iron water main Class 52 (unit of measure = feet)	20	20					
116	12" Ductile Iron water main Class 52 (unit of measure = feet)	20	20					
117	Valve box Adaptor II Types A-G	40	10					
<b>HYDRANTS</b>								
118	4"x6" Reducing couplings (Smith-Blair R441 Cast Iron Reducing coupling)	2	2					
119	4'6" (Mueller Super Centurian 250 A-421) hydrant with 6" resilient wedge valve attached (less accessories)	1	1					
120	5'0" (Mueller Super Centurian 250 A-421) hydrant with 6" resilient wedge valve attached (less accessories)	2	2					
121	5'6" (Mueller Super Centurian 250 A-421) hydrant with 6" resilient wedge valve attached (less accessories)	2	2					
122	6'0" (Mueller Super Centurian 250 A-421) hydrant with 6" resilient wedge valve attached (less accessories)	4	2					
123	6'6" (Mueller Super Centurian 250 A-421) hydrant with 6" resilient wedge valve attached (less accessories)	4	2					
124	5'6" (Mueller Super Centurion 250 A-421) hydrant with M.J. shoe (less accessories)	1	1					
125	6"x6" Gradelok (Hydrant Offset) w/acc	1	1					
126	6"x12" Gradelok (Hydrant Offset) w/acc	1	1					
127	Traverse City hydrant steel stem 72 $\frac{3}{4}$ " long	2	2					
128	Traverse City hydrant steel stem 78 $\frac{3}{4}$ " long	4	2					
129	Traverse City hydrant steel stem 84 $\frac{3}{4}$ " long	4	2					
130	Traverse City Hydrant Moulded Rubber valve	20	10					
131	2 $\frac{1}{2}$ " NST Mueller Fire hydrant caps	2	1					
132	4 $\frac{1}{2}$ " NST Mueller Fire hydrant caps	1	1					
133	Mueller Hydrant hose nozzle gasket 2.5" A-19	40	20					
134	Mueller Hydrant hose nozzle gasket 4.5" A-15	10	10					
135	Mueller Safety Flange Kit for A-421 hydrants	5	5					

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
136	Mueller hydrant 280356 4½" Shoe repair kit	2	2					
137	Mueller hydrant 280358 4½" Main Valve repair kit	4	4					
138	Mueller hydrant 280355 4½" Bonnet repair kit	3	3					
139	Mueller hydrant 190353 A-45 4½" Reverse main valve rubber	10	10					
140	Mueller hydrant 184092 A-11 Upper Stem 27 9/16"	5	5					
141	Mueller hydrant 184067 A-31 Lower Stem 57 5/16"	1	1					
142	Mueller hydrant 184068 A-31 Lower Stem 63 5/16"	5	5					
143	Mueller hydrant 184069 A-31 Lower Stem 69 5/16"	5	5					
144	Mueller hydrant 184077 A-31 Lower Stem 75 5/16"	2	2					
145	6" Mueller Hydrant Extension A-421	2	1					
146	12" Mueller Hydrant Extension A-421	1	1					
147	18" Mueller Hydrant Extension A-421	1	1					
148	6"x13" Anchor Coupling	4	2					
149	6"x24" Anchor Coupling	1	1					
SUPPLY								
150	5'0" Eclipse #88-SS Extreme Cold Climate water Sampling Station, all stainless steel, with vent tube, less pump	2	2					
PIPE FITTINGS								
151	6" Cast iron M. J. x plain end 45° bend w/acc	2	1					
152	6" Cast iron M.J.x plain end 90° bend w/acc	1	1					
153	¾" Heavy Protecto Caps (Sac-Nuts)	100	100					
154	4" Mega-Lug Retainer Glands (EBAA)	4	4					
155	6" Mega-Lug Retainer Glands (EBAA)	10	10					
156	8" Mega-Lug Retainer Glands (EBAA)	6	6					
157	10" Mega-Lug Retainer Glands (EBAA)	4	4					
158	12" Mega-Lug Retainer Glands (EBAA)	6	6					
159	HI6 Reed Cutter Wheels	10	10					

Bid Line Item #	Description	Estimated Quantity to be Purchased	Normally Ordered in these Quantities	Unit Price	Extended Price	Manufacturer	Deviation	Quantity On Site?
160	17 lb. packaged Galvanic Anode w/ Stainless Steel strap for 12" pipe	20	5					
161	¾"x4" M.J. Anti-Rotation bolts	120	60					
162	4"x6" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 461) or (Ford Ultra-Flex FC2W)	2	2					
163	6"x6" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 461) or (Ford Ultra-Flex FC2W)	6	6					
164	8"x6" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 461) or (Ford Ultra-Flex FC2W)	2	2					
165	4"x12" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2	2					
166	6"x12" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	6	6					
167	8"x12" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2	2					
168	10"x12" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2	2					
169	12"x12" Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2	2					
170	4" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax) or (Romac Macro HP)	2	2					
171	6" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax) or (Romac Macro HP)	4	4					
172	8" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax) or (Romac Macro HP)	2	2					
173	10" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax) or (Romac Macro HP)	2	2					
174	12" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax) or (Romac Macro HP)	2	2					

## CITY OF WHEATON PURCHASE ORDER TERMS AND CONDITIONS

**1. DEFINITIONS.** As used in this Purchase Order, "City" refers to the City of Wheaton, Illinois, an Illinois Municipal Corporation; "Vendor" refers to the vendor, supplier or other party identified on the Purchase Order for Goods which incorporates these purchase order terms by reference; "Purchase Order" refers to the language herein and to all specifications or other documents attached hereto and incorporated herein by reference and agreed to by City in writing; and "Goods" refers to the Goods, products, items or services to be acquired by the City pursuant to this Purchase Order.

**2. AGREEMENT.** Vendor agrees to sell the Goods to the City, and the City agrees to purchase the Goods from Vendor, under the terms and conditions specified in this Purchase Order. This Purchase Order and any contracts attached hereto constitutes the entire agreement between the Vendor and the City covering the Goods and services described herein. Failure to decline terms and conditions in writing constitutes agreement to the terms of the Purchase Order as stated. The Vendor's quotation is incorporated in and made a part of this Purchase Order only to the extent of specifying the nature and description of the Goods and services ordered and then only to the extent that such items are consistent with the other terms of this Purchase Order. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. All applicable portions of the Uniform Commercial Code (UCC) shall govern this contract between the Vendor and City.

**3. PRICE and TAXES.** All prices shall be as stated in this Purchase Order and are firm and not subject to escalation. The City shall be protected against declining prices on the undelivered portion of this order. Should the City be able to purchase Goods or services of comparable quality from another source at a lower delivered cost than in effect hereunder, and City gives Vendor written notice thereto, City may purchase such Goods or services from such other source at the lower delivered cost unless within fifteen (15) days of Vendor's receipt of City's notice, Vendor meets the lower delivered cost for the City's specified services or quantity of Goods. Any quantity of Goods or services purchased from another source by City shall be deducted from the total quantity ordered on this Agreement, but the Agreement shall otherwise remain unaffected. The City is exempt from payment of State, Federal Excise, and Illinois Retailers Occupational Taxes. Prices shall exclude these taxes. Vendor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with the delivery of all products deemed necessary under this Purchase Order. No charges for transportation containers, packing etc., will be allowed the Vendor unless so specified in this Purchase Order. All shipments shall be F.O.B. Wheaton, Illinois, freight prepaid and allowed, unless otherwise specified on this Purchase Order. These charges shall be shown as a separate item on the invoice.

**4. PAYMENT.** The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within thirty (30) days after the date of approval. Invoices must be submitted within six (6) months of order completion. Any invoices submitted more than six (6) months from order completion will not be paid. If the City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of Goods or services by the City, whichever occurs last. The City may set off any amount owed by Vendor to the City against any amount owed by the City to the Seller under this Purchase Order. Payment will be made to the company awarded this Purchase Order through the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product delivery; or through a Vendor generated invoice mailed to the attention of the project or purchase coordinator, City of Wheaton; P.O. Box 727; Wheaton, IL 60187. Under no circumstances will a third party be reimbursed. All invoices must reflect the following information to prevent delay in payment: Vendor Name, Purchase Order Number, Description and Stock Number, Quantity Ordered, Quantity Shipped, Quantity on Back Order (if applicable), price as stated on the award document, and the City department receiving the Goods. Invoices will be approved for payment following: acceptance of product, receipt of an invoice, receipt of Certificate of Insurance, Endorsements, and a Waiver of Subrogation, and any other required paperwork.

**5. DELIVERY and PERFORMANCE.** Time is of the essence in the performance of this Purchase Order. If delivery of Goods and/or performance of services cannot be made at the specified time, Vendor shall promptly notify the City of the earliest possible date for delivery or performance. Notwithstanding such notice, if Vendor for any reason fails to deliver Goods or perform service within the time specified or to the City's satisfaction, the City is relieved of any obligation to accept and pay for such Goods as well as any undelivered shipments if there are any, and upon failure to deliver as specified the City may buy like Goods elsewhere and charge the Vendor with any increased cost or other loss incurred thereon, unless deferred shipment is agreed to by the City in writing. The City's receipt or acceptance of all or part of a non-conforming delivery or service shall not constitute a waiver of any claim, right, or remedy the City has under this Purchase Order or applicable law. Deliveries shall be made to the indicated ship to address between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. COD shipments will not be accepted unless by specific prior arrangements. The supplier shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

**6. SHIPMENT and INSPECTION.** The terms and routing of shipment shall be as provided on the face of the Purchase Order, or as otherwise directed by the City. The City may revise shipping instructions as to any unshipped Goods. The City shall have the right to inspect any or all Goods at Vendor's place of business or upon receipt by the City. Where circumstances or conditions exist preventing effective inspection at the time of delivery, the City reserves the right to inspect the Goods within a reasonable time. Payment for Goods on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the City may have against Vendor. In the event the delivered Goods are defective, or do not comply to the City's specifications, solicitations documents, or executed contract, such Goods will be rejected and Vendor must issue a credit to the City or the City may deduct such amount from monies owed the Vendor. Rejected Goods must be removed by and at the expense of the Vendor promptly after notification of rejection. If Goods are rejected, the City reserves the right to cancel any unshipped portion of the order upon written notice to the Vendor. Rejection of Goods shall constitute authority for the City to purchase in the open market Goods of comparable grade to replace the Goods rejected. Such purchases shall be deducted from contract quantities and Vendor shall reimburse the City for any expense incurred in excess of contract prices. Should necessity demand it, the City reserves the right to use or consume the Goods delivered which are substandard in quality, subject to a price adjustment. The making or failure to make any inspection of, payment for, or acceptance of the Goods, shall in no way impair the City's right to reject nonconforming Goods, recover damages or exercise any other remedies to which the City may be entitled under this Purchase Order or applicable law.

**7. WARRANTIES.** In addition to any other expressed or implied warranties and unless otherwise agreed in writing, Vendor warrants that all Goods delivered hereunder: (i) will be new, suitable for use as described, of the grade and quality specified or of the best grade of their respective kinds if no quality is specified; (ii) shall be free from all defects in design, material and workmanship; (iii) shall conform with all samples, drawings, descriptions, and specifications furnished; and (iv) shall, at the time the Goods are accepted by City, have been produced, sold, delivered and furnished in strict compliance with all applicable federal, state and local laws and regulations to which the Goods are subject, including but not limited to the Consumer Product Safety Act, and the Federal Occupational Safety and Health Act; and (v) are free of any liens and encumbrances. The Vendor agrees that the Goods furnished shall be covered by the most favorable commercial warranties the Vendor 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 Purchase Order or by law.

**8. TITLE and RISK OF LOSS.** The FOB point shall be that specified on the face of the Purchase Order. Material delivered shall remain the property of the Vendor until a physical inspection and actual usage of the material is made and found acceptable to the City and the material is determined to be in full compliance with the solicitation documents and executed contract. Any transfer of title or risk of

loss hereunder shall not affect the City's right to reject any non-conforming or defective Goods or any other right or remedy available to the City in the event of any breach by Vendor. If the Goods are of an inflammable, toxic or otherwise dangerous nature, Vendor shall hold the City harmless from and against any and all claims asserted against the City on account of any personal injuries and/or property damages caused by the Goods, or by transportation thereof, prior to the completion of unloading at the City's receiving destination.

**9. TERMINATION.** This Purchase Order may be terminated by mutual consent of both parties or by the City at its discretion. The City may cancel an order for Goods or services at any time with written notice to the Vendor, stating the extent and effective date of termination. Upon receipt of this written notice, Vendor shall stop performance under this Purchase Order as directed by the City. If the Purchase Order is terminated, Vendor shall be paid in accordance with the terms of the Purchase Order for Goods and services delivered and accepted. In no event shall the City be liable for incidental or consequential damages by reason of such termination.

**10. REMEDIES.** If Vendor breaches this Purchase Order, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such Goods, and upon Vendor's failure or refusal to do so, repair or replace the same at Vendor's expense; (b) reject any shipment or delivery containing defective or nonconforming Goods and return for credit or replacement at Vendor's option; such return is to be made at Vendor's cost and risk; (c) retain Goods which comply with the terms and conditions provided in this Purchase Order and return any other Goods at Vendor's expense; and/or (d) cancel any outstanding deliveries and treat such breach by Vendor as Vendor's repudiation of this contract. Nothing herein shall limit the City's right to damages. The City's failure to inspect, failure to reject and return the Goods, or failure to notify Vendor of complaint shall in no way affect the liabilities and obligations of Vendor. If City breaches this Purchase Order, Vendor's exclusive remedy shall be Vendor's recovery of the Goods or the purchase price payable for Goods shipped prior to such breach. The City shall have no liability for consequential or incidental damages.

**11. INDEMNIFICATION.** Vendor shall defend, hold harmless and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part, from and against any and all liabilities, losses, claims, demands, damages (including incidental and consequential damages), fines, penalties, judgment, settlement, costs or expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness fees, and all causes of action of any kind or character, sustained by reason of, arising out of, or relating to (i) a breach of any of Vendor's warranties, representations, promises or covenants herein; (ii) any actual or alleged bodily injury, sickness, death, property damage or loss by whomsoever suffered, resulting or claimed to result, in whole or in part, from the manufacture, use, purchase, sale or transportation of the Goods, or (iii) any act, omission, neglect or default by Vendor, its officers, employees or agents, regardless of any active or passive negligence by the City. All indemnifications shall be continuing and shall survive acceptance of the Goods or termination of this Purchase Order. Nothing in this Purchase Order shall be construed as prohibiting the City, its officials, directors, officers, employees, agents or attorneys from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of or relating to this Purchase Order.

**12. INSURANCE.** Vendor represents that as of the date of the Purchase Order, Vendor maintains: comprehensive general liability insurance, which includes products liability coverage, in an amount not less than \$1,000,000 combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Vendor in the performance of services or delivery of products under this Purchase Order. Upon request, Vendor shall provide proof of such insurance coverages naming the City as an additional insured.

**13. PATENTS.** Vendor shall pay all royalties and license fees and shall defend all suits and claims whatsoever for infringement of any patent, invention, trade secret or trademark rights on the Goods or on any appliance or equipment (not furnished by the City) used in furtherance of this Purchase Order and shall indemnify and hold the City, its directors, officers, employees, agents, and elected officials, harmless from and against any and all demands, claims, liabilities,

damages, actions, causes of action, penalties, judgments, costs or expenses (including attorneys' fees) on account thereof. The City may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities.

**14. ASSIGNMENT.** Vendor shall not delegate or subcontract any duties and services or assign any rights or claims under this Purchase Order without the City's prior written consent.

**15. CHANGE ORDERS.** The City reserves the right to revoke, amend or modify this Purchase Order or any contract attached thereto at any time. Any difference in price required by any such change shall be equitably adjusted and the Purchase Order shall be modified in writing accordingly. Vendor's receipt of City's written change order without response received by the City within ten (10) days or Vendor's shipment or other performance reflecting the change, whichever occurs first, shall be Vendor's acceptance of the change.

**16. COMPLIANCE WITH LAW.** Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938, as amended; the Occupational Safety and Health Act of 1970; the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended; the USA Freedom Act and Patriot Act; and any rules, regulations or orders issued or promulgated under such Act and Order. Vendor shall obtain and maintain throughout the life of the Purchase Order all permits or licenses required in connection with the Goods or services to be provided for the manufacture, sale, shipment and installation of the products ordered under this Purchase Order. Vendor shall indemnify, save and hold the City harmless from and against any and all claims, damages, demands, costs and losses which the City may suffer in the event that Vendor fails to comply with said Act, Order, rules, regulations or orders. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

**17. NON-WAIVER OF RIGHTS.** No failure of either party to exercise any power given to it hereunder 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 Purchase Order shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**18. GOVERNING LAWS/JURISDICTION.** This Purchase Order shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Purchase Order shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

**19. FORCE MAJEURE.** No party hereto shall be deemed to be in default or to have breached any provision of this Purchase Order as the result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

**20. HEADINGS.** The headings of the several paragraphs of this Purchase Order are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit or describe the scope of intent of any provision of this Purchase Order, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**21. RIGHTS CUMULATIVE.** Unless expressly provided to the contrary in this Purchase Order, each and every one of the rights, remedies, and benefits provided by this Purchase Order shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**22. NON-DISCRIMINATING.** Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of: the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith including but not limited to the Equal Employment Opportunity Clauses, 5 IL Admin. Code §750A and the Act's written Sexual Harassment policy requirement; the U.S. Civil Rights Act; the Americans with Disabilities Act; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.1 et seq.; and the rules applicable to each.

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## WATER DIVISION MATERIALS 2017

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### NOTICE OF DEVIATIONS

**NOTICE OF DEVIATIONS for the (1) Specifications and/or (2) Purchase Order Terms and Conditions:** We deviate from (1) the desired SPECIFICATIONS of the City of Wheaton and/or (2) the Purchase Order Terms and Conditions, in the following areas (Please reference the specific requirement number):

As best as can be ascertained, there are no deviations other than those listed.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

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

Job Title \_\_\_\_\_

Date Signed \_\_\_\_\_

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## WATER DIVISION MATERIALS 2017

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### CERTIFICATION OF COMPLIANCE

- (I) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.
- (II) The undersigned certifies that they agree to fulfill all Agreement Requirements.
- (III) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

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**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 Wheaton 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 Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

**This Business Firm is: (check one)**

Corporation    Partnership    Individual    LLC

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Position: \_\_\_\_\_

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

Fax #: \_\_\_\_\_

e-mail address: \_\_\_\_\_

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

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

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(Signature of Notary Public)

(Seal)

***Failure to complete and return this form may be considered sufficient reason for rejection of the bid.***

## ***Contractor/Consultant Certification***

\_\_\_\_\_, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for **Water Division Materials 2017**  
(Name of Company)

hereby certifies that the undersigned Contractor/Consultant:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the “Patriot Act”) and the USA Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor further certifies that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.
4. agrees, to the extent required by the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§12101 et seq., the undersigned shall utilize standards and/or methods that do not discriminate against the disabled.
5. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of “bid-rigging” or “bid-rotating” of any state of the United States.
6. shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

### **ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of Illinois  
County of \_\_\_\_\_  
Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

(Seal) \_\_\_\_\_ (Signature of Notary Public)

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**Section I:** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750 *et seq*; also known as Title 44: Government Contracts, Grantmaking, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to all Agencies.

**Section II:** In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III:** For the purposes of subsection 7 of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract,” however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

***Failure to complete and return this form may be considered sufficient reason for rejection of the bid.***

## **DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580 (30 ILCS 580/30), the Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
  - A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - B. Specifying the actions that will be taken against employees for violations of such prohibition.
  - C. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a Drug Free Awareness Program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The Contractor's policy for maintaining a drug free workplace;
  - C. Available counseling, rehabilitation, or assistance programs; and
  - D. Penalties imposed for drug violations.
3. Providing a copy of the Statement required by Section 1 to each employee engaged in the performance of the Agreement and to post the Statement in a prominent place in the workplace.
4. Notifying the contracting agency within ten (10) days after receiving notice under part (C), subsection (ii) of paragraph 1 above, from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

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(Printed name of Contractor)

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Address

City State Zip Code

### Signature of Authorized Representative

Title \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

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(Signature of Notary Public)

(Seal)

**Failure to complete and return this form may be considered sufficient reason for rejection of the bid.**