



VILLAGE OF SKOKIE PURCHASING DIVISION

***DOING BUSINESS***

***WITH THE***

***VILLAGE OF SKOKIE***

## Village of Skokie Purchasing Division

5127 Oakton Street  
P.O. Box 309  
Skokie, Illinois 60077  
Phone: (847)-8240  
Fax: (847) 673-0525  
E-Mail: [purchasing@skokie.org](mailto:purchasing@skokie.org)

The Village of Skokie Finance Department Purchasing Division is responsible for the annual procurement of approximately \$30 million of commodities, equipment, services and construction. Purchasing maintains many opportunities for vendors interested in doing business with the Village. Vendor lists are maintained for numerous types of requirements, and interested vendors are encouraged to contact the Purchasing Division to be placed on the bid list.

### Business Opportunities

Purchases over \$10,000 will normally be competitively solicited, either via a Competitive Sealed Bid, or a Competitive Sealed Proposal. Competitive Sealed Bids are used when the most important factor is price. Current solicitations may be viewed and downloaded by clicking the link below. This on-line solicitation information is provided by DemandStar.com. Information about the requirements, opening time and date, and method to obtain solicitation documents are included in these notices. Bidders interested in receiving e-mail notification of available solicitations should contact DemandStar.com directly, at ([www.demandstar.com](http://www.demandstar.com)), for more information. In addition, requirements over \$10,000 are advertised in the Legal Advertisement sections of either the Skokie Review or the Skokie Life local newspapers. All bids and proposals must be received in a sealed container at the Purchasing Division Office prior to the bid opening/solicitation closing date and time. Late, faxed or e-mail bids will not be accepted. In all cases, the Village of Skokie reserves the right to accept or reject any bid proposal, or any part thereof, or to waive minor immaterial deficiencies, which, in the judgment of the Village, do not affect the intended performance.

Bids and Proposals may also be mailed to interested bidders, but will also be available on-line, 24 hours a day, 7 days a week, and at the Purchasing Division Office during normal working hours. When picking-up a solicitation, vendors are asked to provide the Purchasing Division with a business card or name and address information.

For needs less than \$10,000, Purchasing may delegate some responsibility to individual departments. Information on individual departmental contacts may be obtained by contacting the Purchasing Division.

The Village of Skokie is exempted from paying Illinois State Sales Tax. The Village Tax Exemption Identification Number is E9998-1262-04.

### Bids

Common use items, equipment, construction, and routine service requirements are normally acquired through a Competitive Sealed Bid. In these instances, vendors must submit bids compliant with bid terms, conditions and specifications. Bids are opened publicly at a bid opening ceremony (normally held at the Village Hall, 5127 Oakton, Skokie, IL) at 11:00 a.m. The specific time, date and location for bid openings will be made a part of the bid solicitation.

Construction bids normally must be picked-up at the Purchasing Division, and potential bidders must include a business card, and any deposit which may be required for bids and plans. When picking-up Construction bids funded by State of Illinois Motor Fuel Tax (MFT) revenues, (normally street and road projects) the bidder must also include an Illinois Department of Transportation Prequalification form for the areas required by the solicitation.

## RFPs

Competitive Sealed Proposals, or "Requests for Proposals" (RFP's) are used whenever the Village is looking to compare vendor approaches and qualifications to determine the best method for meeting a specific Village need. Architectural, engineering and other types of professional services, as well as highly complicated technical needs are often acquired through the use of the RFP process. RFP responses are compared to the requirements of the Village, as well as to other proposals, and negotiation may be permitted. Since the final terms and prices of a response are subject to negotiation, Requests for Proposal are opened in private.

## Bid and Proposal Results

Business opportunities over \$10,000 are required to be competitively solicited. Bids and Proposals are awarded by the Village of Skokie Board of Trustees at their regular meetings on the first and third Mondays of each month. Board of Trustee meetings are open to the Public, and are held in the Village Hall Council Chamber, 5127 Oakton St., Skokie, IL. Awarded bids and proposals are available for public inspection at the Purchasing Division Office, normally on the day following the contract award. In the case of Requests for Proposal, only the awarded proposal will normally be available for public inspection. Bid results will normally be available on-line by clicking the "Solicitation Results" Link shown below. Results will usually be posted within 1 week of the bid opening. Please note that all results do not necessarily reflect an award decision by the Village Board of Trustees. All solicitation awards are contingent on a review of the vendor's responsiveness to the solicitation, as well as the vendor's level of responsibility. Solicitation result services are provided via Demandstar.com.

Contact the Purchasing Division at **847/933-8240**, or check our web-site at [www.skokie.org](http://www.skokie.org) for bid and proposal results

## Registration

Any Vendor interested in being placed on our vendor list should provide the Purchasing Division with the business name, address, telephone number and contact name, as well as a listing of the type of items and services the firm is interested in supplying to the Village. Interested firms will be contacted when the Village has a need in their area of expertise.

## Insurance

Vendors awarded construction and service contracts will be required to carry certain levels of insurance in order to do business with the Village. Specific insurance requirements will normally be detailed in the solicitation requirements. Insurance coverage required normally include Worker's Compensation, General Liability, Auto Liability, and in some cases, Professional Liability. The Village will normally require occurrence based coverage, and in all cases, the Village of Skokie is required to be named as an additional insured.

## VILLAGE OF SKOKIE GENERAL CONDITIONS FOR BIDS

The following standard terms and conditions shall govern for all bids and proposals issued by the Village of Skokie:

- 1. Submission of Proposal:** All bids must be delivered to the office of the Purchasing Agent at the Village by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of post -marked time on the envelope. All bids shall be submitted in sealed envelopes carrying the following information: bidder's name, address, subject matter of proposal and designated date and time of bid opening. Bids transmitted by facsimile or e-mail shall not be accepted unless such transmission is specifically provided within the bid document. Sealed bids will be opened in public at the time and place shown herein. After the public bid opening, however, bid results will not be available until after award of the contract.
- 2. Bid Deposit:** When required on the cover sheet, a bid deposit in the amount specified shall accompany all bids. Bid deposits shall be in the form of cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States, and shall be made payable to the Village of Skokie. All bids not accompanied by a bid deposit, when required, will be rejected. No bid bonds will be accepted unless otherwise indicated in the specification. Bid deposits of the two lowest bidders will be returned after the contract is awarded. Bid deposits of all others will be returned immediately. The bid deposit of the accepted bidder will be returned upon the Village's receipt of a satisfactory performance bond where such bond is required for the completion of the contract.
- 3. Performance and Payment Bonds:** When required by the specifications herein, the successful bidder shall furnish a performance and payment bonds, acceptable to the Village, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the Village as liquidated damages and not as a penalty. IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages the Village will sustain due to the bidder's failure to furnish said bond.
- 4. Withdrawal of Proposal:** Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days. When this contract must be approved by another agency, no bid shall be withdrawn or cancelled for a period of ninety (90) days after the bid opening time.
- 5. Preparation of Proposal:** The bidder shall prepare proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink. If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the Corporation, which permits the person to execute the offer for the Corporation. If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted.
- 6. Compliance with Laws:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the contract. Any contract resultant from this solicitation shall be governed under the laws of the State of Illinois.
- 7. Interpretation of Contract Documents:** Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Such

interpretation will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed to all prospective bidders. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. Bidder will acknowledge receipt of each addendum issued. Oral explanations will not be binding. Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended only to indicate articles that will be satisfactory, and is not intended to restrict competition. Bids on other makes and catalog numbers will be considered, provided each bidder clearly states exactly what is proposed to be furnished. Unless so stated on proposal, it shall be understood that bidder intends to furnish item(s) identified and does not propose to furnish an "equal". The Purchasing Agent hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article the bidder proposes to furnish which contains major or minor variations from specification requirements by which may comply substantially therewith.

8. Conditions: Bidders are advised to become familiar with all terms, conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

9. Catalogs: Each bidder shall submit, where necessary, or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished. Failure to provide such information as required may result in bid disqualification.

10. Consideration of Proposals: The Purchasing Agent shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to reject any or all proposals and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such action. No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Skokie upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village. The bidder, if requested, must present within 48 hours, evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

11. Discounts: Bidders shall provide prompt payment discounts in the area shown on the bid document. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Village, whichever is later. Prompt payment discounts shall not be a consideration in the award of a contract.

12. Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the contract is issued. The warranty period shall commence upon final acceptance of product.

13. Delivery: All materials shipped to the Village of Skokie must be shipped F.O.B. delivered, designated location, Skokie, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted before 4:30 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

14. Inspections: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

15. Taxes: Federal Excise Tax does not apply to materials purchased by the Village of Skokie, Illinois

Retailer's Occupation Tax, Use Tax, and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village of Skokie by virtue of Statute.

16. Patents: Bidders agree to indemnify, defend and save harmless the Village of Skokie from and against all demands, claims, suits, cost, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.

17. Hold Harmless and Indemnification: To the fullest extent permitted by law, Contractor agrees to indemnify, save harmless and defend the Village of Skokie, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Village of Skokie, its agents, servants, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provisions of this paragraph shall not be waived.

18. Termination of Contract: The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the Skokie Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

19. Regulatory Compliance: Seller represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations as applicable. Such rules shall include the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with the requirements of said act for materials and supplies covered by the act.

20. Special Handling: Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.

21. Prevailing Wage: When specified within the bid document, not less than the Prevailing Rate of Wages as found by the Village of Skokie or the Department of Labor or determined by the court on review shall be paid to a laborers, workman and mechanics performing work under this contract. Prevailing Wage Information may be obtained on the Internet by accessing The Illinois Department of Labor web-site at <http://www.state.il.us/agency/idol/CM/ODDMO/COOKxxxx.htm>

## CERTIFICATIONS OF COMPLIANCE

By signing any bid for the Village of Skokie, the bidder hereby certifies to the following:

1. The Bidder hereby acknowledges having received a full set of Contract Documents and Addenda.
2. That the individual whose name is signed in the bid signature block has the authority and consent to make this certification on behalf of the bidder,
3. That the bidder has knowledge of the Village of Skokie Code pertaining to the disqualification of certain bidders (copy included herein), and more particularly, that the bidder has read the contents of Sections 3.25, 3.251 and 3.252 of the Skokie Village Code, and the Village of Skokie Fair Employment Practices ordinance. (See copy of ordinance below)
4. That the bidder is not disqualified from bidding under the aforementioned sections.
5. That the bidder is not barred from bidding on the aforementioned contract as a result of a violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.
6. That pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the bidder is not delinquent in the payment of any tax administered by the Department of Revenue.
7. The Contractor (either an individual or company) agrees to provide a drug free workplace as provided for the Drug Free Workplace Act, 30 ILCS 580/1 et seq.

Village of Skokie Ordinance Section 3.25

### 3.25 DISQUALIFICATION OF CERTAIN BIDDERS.

3.251 Persons and Entities Subject to Disqualification. No person or business entity shall be awarded a contract or subcontract, for a period of five (5) years from the date of subcontract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

(a) has been convicted of an act committed, within the State of Illinois, any state in the United States, or the United States of America, of bribery or attempting to bribe an officer or employee in the State of Illinois, any state in the United States, or the United States of America in that officer's or employee's official capacity;

(b) has been convicted of an act committed, within the State of Illinois, any state in the United States, or the United States of America, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Sec. 1 et seq.;

(c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois, any state in the United States, or the United States of America;

(d) has been convicted of an act committed, within the State of Illinois, any state in the United States, or the United States of America, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Sec. 1 et seq.;

(e) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, any state in the United States, or the United States of America;

(f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois, any state in the United States, or the United States of America;

(g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(h) has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs a) through (f) above.

3.252 "Business entity" as used herein means a corporation, partnership, trust, association, unincorporated business or individually owned business. Such business entities shall be disqualified as set forth within this Ordinance if any owner, partner, or shareholder controls, directly or indirectly, 20% or more of the business, or subparagraphs of Section 3.251.

Any contract or sub-contract found to have been awarded in violation of this ordinance shall be voidable at discretion of the Mayor and Board of Trustees. Payment for work completed at the time of any such voiding shall be at a quantum meruit rate less a 25% penalty.

# VILLAGE OF SKOKIE VENDOR APPLICATION FORM



## VILLAGE OF SKOKIE PURCHASING DIVISION

5127 Oakton Street  
Skokie, Illinois 60077  
(847) 933-8240 Fax: (847) 568-8841

**INSTRUCTIONS:** Please type of print. In order to be placed on the Village of Skokie Vendor List, please respond to all required questions, and sign in the space provided. If the appropriate answer is "same", "not applicable", or "none", please write this to indicate no questions have been overlooked. Return this form to the address shown above.

### 1. CONTACT INFORMATION:

Name of business, street address (no P.O. Box),  
City, State and Zip Code:

Address to which bid proposals are to be mailed  
if different from #1a (P.O. Box acceptable):

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Contact Person: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Toll Free No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web Site URL: \_\_\_\_\_

### 2. BUSINESS ORGANIZATION:

Please check the appropriate form of business organization below.

Corporation     Sole Proprietor     Individual     Partnership

Please list names of corporate officers and Directors (for Corporations):

Name of Corporate Officers

Name of Corporate Directors

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Please provide Taxpayer Identification Number (FEIN): (Use Social Security Number if a Sole Proprietor).     FEIN     SSN    Number: \_\_\_\_\_

3. **FINANCIAL INFORMATION:**

Date Business established: \_\_\_\_\_

Bank Reference:

Bank Contact

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Contact Person

4. **REFERENCES:**

Please provide the name of at least three (3) references for your firm (use additional sheets if necessary):

Name

Organization

Telephone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **PRODUCT AND SERVICE CLASSIFICATIONS:**

Please provide a list of products and service you would like to provide to the Village. Please use additional sheets if required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned certifies to the following:

1. The undersigned is authorized to sign this form on behalf of the applicant.
2. All information shown on this form is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title