

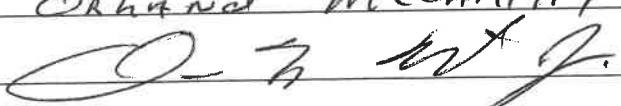
**BIDDER SUMMARY SHEET**  
ITB #24-002  
CPAC Pool Chemicals - 2024

Business Name: MACCARRB INC  
Street Address: 275 SOHA AVE.  
City, State, Zip: GILBERTS ILL  
Contact Name: ORLAND MCCARTHY  
Title: DIRECTOR.  
Phone: 847-344-8474 Fax: \_\_\_\_\_  
E-Mail address: OMCCARTHY@MACCARRB.INC

Price Proposal

SEE ATTACHED UNIT PRICE SHEET

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: ORLAND MCCARTHY  
Signature of Authorized Signee:   
Title: DIRECTOR Date: 1-19, 2024

a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [ ] No [ ]

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Brief Description of Program: \_\_\_\_\_

8) TAX COMPLIANT: Yes ☒ No ☐

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate 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.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**



Signature of Authorized Officer

ORLAND M. MCCARTHY

Name of Authorized Officer

Director

Title

1/19/2024

Date



ORLAND PARK

Unit Price Sheet

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Shipping, handling and delivery shall be included as a part of all proposed unit prices.
Provide Unit Pricing for 2024 only.

ITEM	DESCRIPTION	UNIT	Estimated Annual Quantity Needed	2024	TOTAL
				UNIT PRICE	
A	BULK: Sodium Hypochlorite (12.5 -15%)	Gallon	15,500		-
B	BULK: Sodium Hypochlorite (18%)	Gallon	15,500		-
C	4x1 Case: Sodium Hypochlorite (12.5 -15%)	Case	80		-
D	Hydrochloric Acid 20BE 31% Non-Fuming	Gallon	500		-
E	Hydrochloric Acid 20BE 35% Non-Fuming	Gallon	500		-
F	Liquid CO2	Pounds	70,000	0.35	24,500

Orland McCarthy

Maccarb Inc

Signed:

Director

1/19/2024



## ORLAND PARK

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CPAC Pool Chemicals - 2024

### GENERAL TERMS AND CONDITIONS

#### **Assignment**

The successful Bidder shall not assign the work of this Project without the prior written approval of the Village.

#### **Bid Price**

The submitted bid prices shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid Specifications in this ITB. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bid Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

#### **Bonds**

~~If the Grand Total Bid Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.).~~

~~The successful Bidder, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to both a Performance Bond, as specified below, and a Labor and Material Payment Bond, as specified below.~~

#### ~~Performance Bond~~

~~Performance bonds guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.~~

#### ~~Labor and Material Payment Bond~~

~~Labor and Material Payment Bonds ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond~~



## ORLAND PARK

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these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award. *Section III* includes a sample standard contract, subject to modifications, that the successful Bidder will be required to enter into with the Village within ten (10) business days of notice of bid award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

### **Equals**

Any references in this ITB to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Equipment and materials are specified, but bids on other makes will be considered, provided each Bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the Bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village 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 minor or major variations from specification requirements, but which may comply substantially therewith.

### **Guarantees and Warranties**

All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. By submitting a bid, Bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the successful Bidder under its warranty immediately upon notification from the Village.

### **Indemnification**

The successful Bidder shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Bidder, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Bidder, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Bidder shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole



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Invoices for payment must be approved by the Village. Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

#### **Period of Performance**

~~The work to be performed by the successful proposer shall be complete on or before month day, 20xx.~~

~~The term of the services contract herein granted shall be xxx years commencing on the date of contract signing, with the option to renew for xxx additional years.~~

#### **Permits**

~~The successful Bidder shall obtain all required permits, licenses, fees, inspections and certifications required of or by the Project. To determine what permits and licenses are required, the successful Bidder shall contact the Village's Department of Development Services at [development@orlandpark.org](mailto:development@orlandpark.org).~~

#### **Prevailing Wages**

~~In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a contractor or any subcontractor of a contractor bound to this agreement who is performing services covered by this Contract. <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>~~

#### **Retention**

~~Ten percent (10%) of the amount due will be retained from payments for completed work. When final acceptance is obtained the retention will be released in its entirety. Additional amounts, as determined by the Village's Department Director or designee, may be withheld, until final acceptance is given. The retained amount will be authorized for payment only after all work is accepted as complete and satisfactory by the Infrastructure Maintenance Manager or his designee.~~

~~It should be noted that 815 ILCS 603/ Contractor Prompt Payment Act does not apply to projects involving the expenditure of public funds (per section 5(b)); therefore, the reduction of retainage does not apply as presented in IL SB1636 August 2019.~~

#### **Tax Exemption**

In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may email [purchasing@orlandpark.org](mailto:purchasing@orlandpark.org) for a copy of this form.





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# SAMPLE CONTRACT

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
RELATIVE TO THE VILLAGE'S PURCHASE OF

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this day of , 20 , by and between Village of Orland Park (hereinafter referred to as "Village") and (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

- In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:
- Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:  
☐ on Vendor's Quote or Proposal Number dated ("Quote"); or  
☐ on Village's Purchase Order No. dated ("Purchase Order");  
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
  - Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$ ("Contract Amount").
  - Compensation:**
    - The Village agrees to pay the Vendor for the Goods in the following manner:  
☐ **Payment of Invoice after Delivery:** Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or  
☐ **Progress Payments:**
      - 50% of the base Contract Amount upon execution of this Agreement; and
      - 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
    - ☐ **Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
  - Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
  - Contract Documents:** The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:  
☐ Scope of Order as set forth in the Vendor's Quote or Proposal Number dated , 20 (Exhibit A)





# ORLAND PARK

Unit Price Sheet

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CPAC Pool Chemicals - 2024

Shipping, handling and delivery shall be included as a part of all proposed unit prices.

Provide Unit Pricing for 2024 only.

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E	Hydrochloric Acid 20BE 35% Non-Fuming	Gallon	500		-
F	Liquid CO2	Pounds	70,000	0.35	24,500

Orland McCarthy

Maccarb Inc

Signed:

Director

1/19/2024

original