LEGAL NOTICE - MUST RUN IN DAILY SOUTHTOWN Monday, March 28, 2016

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS INVITATION TO BID #16-016

Two (2) 3/4 Ton Regular Cab 4x4 Pickups

The Village of Orland Park is soliciting bids for Two (2) 3/4 Ton Regular Cab 4x4 Pickups. Bids are due not later than **11:00 A.M. local time on Wednesday, April 13, 2016** at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, at which time all bids received will be publicly opened and read aloud at Village Hall.

The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No bid shall be withdrawn after the opening of the bids without the consent of the Village for a period of sixty (60) days after the scheduled time of bid opening.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter bids.

Bidders must comply with all provisions of State of Illinois and federal laws concerning public works projects including but not limited to the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID #16-016

Two (2) 3/4 Ton Regular Cab 4x4 Pickups

<u>ISSUED</u>

March 28, 2016

BID OPENING

April 13, 2016 11:00 A.M.

SUBMIT SEALED BIDS TO:

OFFICE OF THE VILLAGE CLERK 14700 SOUTH RAVINIA AVENUE ORLAND PARK, ILLINOIS 60462

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SECTION I – INSTRUCTIONS TO BIDDERS

SUMMARY

The Village of Orland Park (the "Village") invites bids for the purchase or lease of Two (2) 3/4 Ton Regular Cab 4x4 Pickups (the "Pickups"). Bidders may also submit bids for optional equipment, including a 8.5' snow plow and power liftgate.

BID SPECIFICATIONS

The successful Bidder shall deliver Pickups that meet or exceed the Technical Specifications outlined in the Technical Specifications Compliance document in **Section II, Required Bid Submission Documents**. The Pickups shall be new, unused, and of a current production model as described in the Technical Specifications. The Technical Specifications shall be construed as "minimum." All integral parts and hardware not specifically mentioned in the Technical Specifications that are necessary to provide a complete working unit shall be furnished.

Bidders must indicate any exceptions, deviations or variances to the Technical Specifications. Failure to properly indicate exceptions to the Technical Specifications may result in disqualification of the bid.

ADDITIONAL REQUIREMENTS

All standard equipment provided by the manufacturer shall be supplied on each Pickup. No deletions will be allowed. Service manuals and wiring diagrams shall be supplied for all equipment installed by an independent body supplier. No dealer applied advertising i.e., decals, lettering or license plate frames will be allowed on the Pickups. The invoice and factory window stickers shall be provided to the Village at the time of delivery.

CONTACT PERSON

Tom Morgan

Vehicles & Equipment Division Operations Manager

E-mail: publicworks@orlandpark.org

QUESTIONS AND ADDENDA

Bidders may, **in writing**, ask questions or request clarification about this Invitation to Bid (the "ITB"). The question deadline for this ITB is at **noon on Wednesday**, **April 6**, **2016**. Only written inquiries directed to the contact person listed and received by the question deadline will be given consideration.

No oral comments will be made to any Bidder as to the meaning of the Technical Specifications or other bid documents.

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at www.orlandpark.org/bids.aspx. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

BID SUBMISSION REQUIREMENTS

SEALED BIDS REQUIRED

Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered. In order to be responsive, SEALED BIDS <u>must be</u> signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, <u>not later than</u> 11:00 a.m., local prevailing time April 13, 2016. All sealed bids must be submitted to the Village Clerk's Office, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission deadline.

COPIES

Bidders must submit **two (2) complete**, **sealed**, **signed and attested hardcopies of the bid**. One (1) hardcopy shall be an **original unbound** version and one (1) hardcopy shall be an **original bound** version. Both hardcopies must contain original signatures. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in both copies in order to be considered responsive.

REQUIRED FORMS

Bidders shall provide all the information requested in Section II of this ITB.

Bidder Summary Sheet – *Section II* includes the Bidder Summary Sheet which must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Pickups. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Technical Specifications Compliance – *Section II* includes the Technical Specifications Compliance document which must be completed, signed and submitted with the bid.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the bid.

References – *Section II* includes the References form that must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility.

WITHDRAWAL OF BIDS

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

OTHER

Each Bidder is responsible for reading this ITB and determining that the Technical Specifications describe the Project in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies. After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

GENERAL TERMS AND CONDITIONS

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

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

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 preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Bidders and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Bidders are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Bidders are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these ITBs, where applicable, a Bidder must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – The official Village purchase order, ITB documents and warranties (collectively the "Contract") shall serve as the Contract between the successful bidder and the Village. The Contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Equals - Any references in the Technical Specifications 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. 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 Village before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The Bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

Pickups and equipment shall be new or current production, and be properly serviced for immediate operation. By submitting a bid, Bidder expressly warrants that the Pickups, 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 or the length of time guaranteed under the warranty provided by the Bidder, whichever is greater. Where there are deficiencies, Bidder agrees to correct them with reasonable promptness after receiving notice of said deficiencies 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 discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Bidder shall promptly reimburse the Village or other indemnified party,

upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Inspections – Upon delivery and prior to acceptance, the Village will inspect the Pickups for compliance to the Technical Specifications. The Pickups will also be inspected for proper workmanship, including, but not limited to: painting, welding, wiring, and general fit and finish.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Bidder's dated invoice. For payment, e-mail invoices to AccountsPayable@orlandpark.org and include the following information:

- Successful Bidder's Name and address
- The Village's Purchase Order number
- Dollar amount being Requested
- Date(s) of transaction
- Current invoice amount

Sales 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 for a copy of this form.

Time is of the Essence – Time is of the essence for this Contract. The delivery date is an essential element of the bid and Bidders shall state the best possible delivery timeframe, as this will be a consideration in making the bid award.

EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, Pickups delivery timeframe, financial responsibility of the bidder, responsiveness to the specifications, and the experience of the Village and other purchasers with the Bidders.

If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Village's Board of Trustees.

The Village may elect to enforce its Local Vendor Purchasing Policy. The Village may also conduct a pre-award facility survey. This survey may include, but is not limited to, determining if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time. The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

LOCAL VENDOR PURCHASING POLICY

The Village believes it is important to provide local vendors with opportunities to provide goods and services to Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

Contract Value	Range (up to a maximum of	
\$0 - \$250,000	2.00%	
\$250,000 - 1,000,000	1.50%	
\$1,000,000 - 2,000,000	1.00%	
Greater than \$2,000,000	\$20,000	

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

BID SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items:

1. **Two (2) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit two (2) complete, sealed, signed and attested hardcopies of the bid.

Submit your bids in one (1) envelope labeled <u>Bid # 16-016 - Two (2) 3/4 Ton Regular Cab 4x4 Pickups</u> in the lower left hand corner and addressed to:

Village of Orland Park Attn: Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462

- 2. Signed and completed forms from Section II:
 - a. <u>Bidder Summary Sheet</u>
 - b. Technical Specifications Compliance
 - c. <u>Affidavit of Compliance</u> (notarization required)
 - d. References (3 total)
- 3. **Addendum (if applicable):** Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non- responsive.

SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

Bid #16-016 – Two (2) 3/4 Ton Regular Cab 4x4 Pickups Project Name

Business Name:			
Contact Person Name and Title:			
Address (Street, City, State, Zip Code):			
Phone: (F			
E-mail Address:			
PRICE	PROPOSAL		
GRAND TO	TAL PRICES		
TOTAL PURCHASE PRICE FOR TWO (2) PICKUPS:	\$		
TOTAL PURCHASE PRICE FOR TWO (2) PICKUPS with OPTION 1:	\$		
TOTAL PURCHASE PRICE FOR TWO (2) PICKUPS with OPTIONS 1 & 2:			
PRICE	<u>DETAILS</u>		
PRICE PER PICKUP:	\$		
OPTION 1 PRICE PER UNIT:	\$		
<u>OPTIONS 2 PRICE PER UNIT</u> :	\$		

LEASE OPTION Bidders are not required to submit bids for lease options, and therefore this section may be left blank. Any & all lease options available shall have supporting documents included with bid submitted				
·	AGE ALLOWANCE:	miles		
REQUIRED	LEASE PERIOD:	months		
EXCESS M	ILEAGE RATE:	\$ per mile		
_	POST-LEASE ASE PRICE:	\$		
LEASE PRICE W	/ITH OPTIONS 1 & 2:	\$ per month		
	DELIVERY	INFORMATION		
Bidder will deliver Pickups within calendar days of bid award. (insert number of days here)				
ADDITIONAL INFORMATION				
MODEL YEAR				
MAKE				
MODEL				
	AUTHORIZATION & S	IGNATURE for Bid #16-016		
Name of Authorized Signee:				
Signature of Authorized Signee:				
Title:		Date:		

TECHNICAL SPECIFICATIONS COMPLIANCE Bid #16-016

Bidders must complete this Technical Specifications Compliance document, list any exceptions, deviations or variances to the Technical Specifications, and explain the reason for each exception taken. Bidders may indicate compliance or exceptions by placing a checkmark in the appropriate column. Failure to properly indicate exceptions to the Technical Specifications may result in the disqualification of the bid.

TECHNICAL SPECIFICATIONS Two (2) 3/4 Ton Regular Cab 4x4 Pickups

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Air Conditioning	Manual		
Alternator	150 amp minimum		
Axle Ratio	3.73 or 4.10, Heavy duty locking		
Axle, Front	4400-lb. min capacity		
Axle, Rear	6200-lb min capacity		
Battery	650 CCA, minimum		
Body	8' bed		
Brakes	Power front and rear disc		
Braking System	4-wheel ABS		
Bracket	Front License Plate		
Bumper	Rear step type		
Cooling	HD engine and auxiliary transmission coolers		

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Drivetrain	4WD, electronic shifting transfer case, automatic locking front hubs		
Engine	V8, 6.0 liter, minimum V8, 6.2L Maximum LEV compliant		
Floor Covering	Full cab rubber floor covering		
Floor Mats	1 set of all-weather rubber floor mats		
Fuel Tank	35.0 gallon capacity, minimum		
Gauges	Oil pressure, voltmeter, engine and transmission temperature		
GVWR	9500 lbs., minimum		
Mirrors-Interior	RH visor vanity, day/ night rear view mirror		
Mirrors-Exterior	Manual telescoping trailer towing mirrors with power heated glass and integrate turn signals	ed 	
Paint	Bright Red		
Power Equipment	Power door locks, power windows, power adjustable trailer towing mirrors	e 	
Power Outlets	(2)		
Radio	AM/FM Stereo with handsfree capability		

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Restraint System	Dual front air bags with passenger disable feature and dual side impact air bags		
Running board	installed black angular On both sides		
Seat	40/20/40 Split Bench		
Seat Trim	Heavy-duty vinyl, Color - Gray		
Skid Plates	Factory Installed		
Snow Plow Prep Pkg. Factory equipped	Heavy-duty springs and alternator		
Steering	Power		
Steering Wheel	Tilt		
Suspension	HD handling/trailer towing		
Auxiliary Switches	Factory installed, dash mounted switches for auxiliary aftermarket equipment		
Tire	Conventional Spare		
Tires	LT245/75R17E BSW All terrain		
Tire Pressure Monitor	Standard		
Tow Hooks	Front		

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Trailer package & Equipment	7-wire harness and socked hitch platform, factory insignated dash mounted electronic brake controller. Reese #118704, or equal Buyers #BH8200 combin pintle ball assembly, 8,000 lb capacity with 2" ball	<u>talled,</u> I.	
Transmission	Automatic, 6-speed heav duty with overdrive and external cooler	y- 	
W/S Wipers	Intermittent		
Wheelbase	137", maximum		
Wheels	Gray painted steel		
Keys	Three (3) total door /ignition key with remote for keyless entry		
Undercoating	Undercoating of the underside of the vehicle only. All steel brake and fuel lines shall be undercoated. Holes drilled into the vehicle for undercoat application is unacceptable.		
Spray-In Bed Liner	Black, may be dealer Installed		

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
License and Title	Bidder shall apply for title and municipal lic plates and shall inclu following owner infor Village of Orland Pa 14700 Ravinia Aven Orland Park, IL 604	ense de the mation: ark nue	
Temporary Plate	The vehicle shall be with an Illinois tempo license tag.		
Safety	One (1) Kidde Vehicl BC Fire Extinguisher 10B:C, #440161 ship Uninstalled in each to	ped loose	
	One (1) reflective wa Triangle kit shipped I In each vehicle	_	
	A state safety inspec shall be performed or each vehicle prior to delivery		

OPTIONAL AFTERMARKET EQUIPMENT

OPTION #1 Bid #16-016

Specifications for a Fisher 8.5 foot HD Series Snowplow installed on a 3/4 Ton 4x4 Pickup previously described in the above specification.

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Blade Width	8' 6"		
Blade Height	29"		
Blade Gauge	11 gauge		
Trip Springs	4		
Ribs	8		
Angling Cylinders (2)	Double acting, size 1 ½" x 12"		
Plowing Width	7' 6"		
Approximate Weight	731 pounds		
Wear Shoes	Cast Iron		
Cutting Edge	1/2"" x 6"-mounted To trip edge		
Mounting System	Minute Mount 2		
Plow Lights	Halogen with low/high beams and integrated turn signals		
Snow Deflector	2-ply rubber		
Trip Edge	Steel reinforced, lower edge trip		
Plow Control	Hand-held Fish-Stik controller		

OPTIONAL AFTERMARKET EQUIPMENT

OPTION #2 Bid #16-016

Specifications for a Tommy Gate 1300 pound capacity liftgate, model# G2-60-1342-EA38, installed on a 3/4 Ton 4x4 Pickup previously described in the above specification.

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Capacity	1300 pounds		
Travel	42" minimum		
Platform Area	55"x38", minimum		
Platform Taper	6"		
Folding Platform	Shall have		
Platform Material	Extruded Aluminum		

AUTHORIZATION & SIGNATURE For TECHNICAL SPECIFICATIONS COMPLIANCE Bid #16-016

I have read the Technical Specifications, Option #1 and Option #2 for Bid #16-016 and indicated any exceptions to the Technical Specifications or Options as instructed hereto.

Business Name:		
Name of Authorized Signee:		
Signature of Authorized Signee:		
Title:	Date:	

AFFIDAVIT OF COMPLIANCE #16-016

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned _	, as					
	(Enter Name	of Person Making A	ffidavit)	(Enter Title of Persor	n Making Affidavit)	
and on behalf of _					_, certifies that:	
		(Enter Name of Bu	ısiness Organ	ization)		
1) BUSINESS OR	GANIZATIO	<u>)N</u> :				
The Bidder is authorized to do business in Illinois: Yes[] No []						
Federal Employer I.D. #:						
·	-			oprietor or individual)		
The form of bus	siness organ	ization of the Bid	der is (chec	k one):		
Sole Proprie						
Independen		(Individual)				
Partnership LLC						
Corporation						
	(State	of Incorporation)	(Da	ate of Incorporation)		

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Bidder is eligible to enter into public contracts, and 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 or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at 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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: 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 seg. 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers. In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible

REFERENCES Bid #16-016

Provide three (3) references for which your organization has performed similar work.

	Bidder's Name:	
		(Enter Name of Business Organization)
1.	ORGANIZATION	
	ADDRESS	
	PHONE NUMBER	
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