

**BID DOCUMENTS FOR:  
HOMWOOD-FLOSSMOOR PARK DISTRICT**

**2023 Ford SuperDuty F-250 XL with Plow**

**BID DEADLINE:**

**Tuesday, April 4, 2023**

**TIME: 11:00 a.m.**

**LOCATION OF BID OPENING:**

**HOMWOOD-FLOSSMOOR PARK DISTRICT  
GOLDBERG ADMINISTRATION CENTER  
3301 FLOSSMOOR RD.  
FLOSSMOOR, IL 60422**

**BID BOND REQUIRED**

**Any questions please contact:**

**Doug Boehm  
Superintendent of Parks & Planning  
708/957-0300  
dboehm@hfparks.com**

## INVITATION TO BID

**Homewood-Flossmoor Park District  
3301 Flossmoor Rd  
Flossmoor, IL 60422**

**Re:** 2023 Ford SuperDuty F-250 XL with Plow

The Homewood-Flossmoor Park District (the "District") is accepting bids for the purchase of a 2023 Ford SuperDuty F-250 XL with Plow and Standard Manufacturer's Warranty.

Specifications and Contract Documents may be obtained beginning March 15, 2023 in PDF format at the District's website: [hfparks.com/bidsrfps](http://hfparks.com/bidsrfps), by emailed request to [abrabec@hfparks.com](mailto:abrabec@hfparks.com), or at the District's Administrative Office at the Goldberg Center, 3301 Flossmoor Road, Flossmoor, IL 60422, Monday – Friday, 8:00 a.m. – 5:00 p.m.

Each bid must be placed in a sealed, opaque envelope with the Bidder's name, the date and time of the bid deadline and marked "**Sealed Bid**: – Homewood-Flossmoor Park District 2023 Ford SuperDuty F-250 XL with Plow", and addressed to the Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, IL 60422, **Attention: Doug Boehm, Superintendent of Parks & Planning**. Bids will be received until **11:00 a.m. on April 4, 2023**, at which time the bid proposals will be publicly opened and read aloud at the Goldberg Administration Center, 3301 Flossmoor Road, Flossmoor, IL 60422.

The Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Homewood-Flossmoor Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Homewood-Flossmoor Park District on request of the Bidder, for use in connection with this project only.

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Homewood-Flossmoor Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Vendor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Doug Boehm, Superintendent of Parks and Planning  
Homewood-Flossmoor Park District

## INSTRUCTIONS TO BIDDERS

### 1. DEFINITIONS

The Homewood-Flossmoor Park District and Owner are one and the same. The Owner's representative, Doug Boehm, can be contacted at the Homewood-Flossmoor Park District by phone or email: (708) 957-0300, [dboehm@hfparks.com](mailto:dboehm@hfparks.com).

The word "Contractor", "Vendor" or "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications, and his/her legal representatives or authorized agents.

### 2. BID FORM/SUBMISSION

- A. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.
- B. All applicable blank spaces on the "Bid Form" shall be fully completed and all amounts shall be in words as well as in figures where applicable.
- C. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be printed or typed below the signature.
- D. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
- E. The prices are to include the furnishing of the specified vehicle, all necessary accessories, parts, and hardware, service and part manuals, warranties, and all other services necessary for the proper completion of the purchase in accordance with the Contract Documents.
- F. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the work to be performed. An exemption certificate will be furnished by the Park District upon request of the Bidder.
- F. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
- G. Attached to the Bid Form will be the Contractor's Compliance and Certification Attachment regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
- H. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address and the bid name "**Sealed Bid: 2023 Ford SuperDuty F-250 XL with Plow.**" The date and time of opening must be located in the lower left corner of

the envelope. Sealed bids shall be delivered or mailed in time for delivery to the following address no later than April 4, 2023 at 11:00 a.m.

Homewood-Flossmoor Park District  
3301 Flossmoor Road, Flossmoor, IL 60422  
**Attention: Doug Boehm, Superintendent of Parks & Planning.**

Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that its bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.

- I. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids.
- J. Bids will be publicly opened on the due date.

### 3. EXAMINATION OF SPECIFICATIONS

Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Specifications. Any conflicts or discrepancies found between or among Bid Documents, or any errors, omissions or ambiguities in the Specifications shall be immediately reported to the Park District and written clarification requested at least 5 days prior to the bid opening.

If an error or omission is discovered after the bid opening, the Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the Contract Documents, the successful Bidder shall request in writing an interpretation from the Park District before proceeding with providing the services. If the Bidder fails to make such a request, the Park District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the Park District in accordance with said determination.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the services, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications. It is the responsibility of the Bidder to comply with all Specifications, state and local codes, permits, fees and inspections. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

Omissions from the Specifications or the mis-description of details which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or mis-described details but they shall be performed as if fully and correctly set forth and described in the Specifications.

#### 4. INTERPRETATIONS

**All questions about the Bid Documents need to be submitted in writing to the Homewood-Flossmoor Park District and shall be received on or before 3:00 p.m. March 28, 2023.** Submit questions via e-mail to Doug Boehm, [dboehm@hfparks.com](mailto:dboehm@hfparks.com), fax (708) 957-8574, or via mail at 3301 Flossmoor Rd., Flossmoor, IL 60422.

The Park District shall in all cases decide all questions which may arise relative to the execution of the Contract on the part of the successful Bidder, and all estimates and decisions shall be final and conclusive. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. Any Addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders of record. All Bidders must acknowledge each Addendum in the bid submittal.

#### 5. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### 6. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect the product or material required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to comply with all other requirements of the Contract Documents.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

#### 7. WITHDRAWAL OF BIDS

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

#### 8. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

#### 9. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Homewood-Flossmoor Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Homewood-Flossmoor Park District Board of Park Commissioners. The bid security of the three (3) lowest responsive and responsible Bidders will be returned after the successful Bidder has executed and returned to the Park District the Contract presented by the Park District.

The failure of the successful Bidder to enter into the Contract within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the purchase of the vehicle is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

## 10. AWARD OF CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the previous performance of the Bidder.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interest of the Park District. Such decisions are final and not subject to recourse.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary/Special Conditions, if any, Specifications, Contractor Bid Form, Addenda, if any, and the Contractors Compliance and Certifications Attachment, comprise the Bid Documents. The Bid Documents, together with, the Agreement for Purchase of Vehicle, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents.

### **GENERAL CONDITIONS**

The General Conditions are included in the Contract for the Purchase of Vehicle, substantially in the same form included in these Bid Documents (the "General Conditions"). For purposes of these General Conditions, "Contractor" or "Vendor" shall mean the party entering into the Contract for performance of the services in accordance with the Contract Documents. The following are included as part of the General Conditions:

#### **1. Invoicing and Payment**

Payment shall be made in full after the receipt, inspection and acceptance of the vehicle by the Park District and in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

#### **2. Guarantee and Warranty**

The Contractor warrants to the Homewood-Flossmoor Park District that the vehicle, and all parts thereof, furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the vehicle, and all parts thereof, will be free from defects not inherent in the quality required or permitted, and that the vehicle, and all parts thereof, will conform to the Specifications. If the vehicle, or any parts thereof, do not conform to the Specifications, including substitutions not properly approved or authorized, shall be considered defective and will be rejected by the Park District.

The Contractor must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to sign over warranties

and guarantees to the Park District. The Contractor guarantees the standard manufacturer's vehicle warranty and at least a 1-year full labor and parts warranty.

**3. Materials**

Except as otherwise provided herein, the vehicle, and all parts thereof, shall be new materials of the like and kind specified. A defective vehicle, including a vehicle damaged during transportation will not be accepted, and must be replaced or repaired in a manner satisfactory to the Park District at the Contractor's cost.

**4. Delivery**

Contractor shall deliver the vehicle on or before December 31, 2023. Contractor will arrange for delivery of the vehicles through a carrier chosen by Contractor, the costs of which shall be F.O.B. Flossmoor, Illinois.

**5. Title and Risk of Loss**

Contractor shall not grant rights in or to, or otherwise encumber the vehicle or any parts of the vehicle, to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under the Contract. Clean and unencumbered title to the vehicle shall be transferred to District upon acceptance of the vehicle by District. Title to, and the risk of loss, injury or destruction from any casualty to the vehicle, regardless of cause, will be the responsibility of Contractor until the vehicle has been received, inspected and accepted by District.

**6. Acceptance and Rejection**

District will have the right to inspect the vehicle upon receipt and to reject the nonconforming or damaged vehicle within ten (10) business days after delivery. District will give notice to the Contractor of any rejection of the vehicle or claim for damages on account of condition, quality, or grade of the vehicle. Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the vehicle or for the failure of the vehicle to conform to the requirements of the Contract and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

**7. Correction of Deficiencies**

If the Contractor defaults or neglects to provide the vehicle in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from District to commence to cure such default, the District may, without prejudice to other remedies District may have, correct such deficiencies. In such case, District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to District. The rights and remedies of District stated herein shall be in addition to and not in limitation of, any other rights of District granted in the other Contract Documents or at law or in equity.

**8. Law Compliance**

Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders in performance of the Contract. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. The vehicle, and all parts thereof, provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production, sale, transportation and handling of the same. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. Contractor shall, at its sole cost and

obligation, be responsible for obtaining all permits and licenses required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Contractor.

## **9. Insurance**

Contractor agrees to provide and keep force at all times during this Contract, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000); business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. All certificates of insurance in connection herewith shall be furnished to the Park District upon the Park District's request.

- a. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Contractor's insurance and shall not contribute with it.
- b. The Park District, its officers, agents and employees are to be covered as additional insureds under the general liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- c. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall provide prompt notice to the Park District, which notice shall not be less than 30 days prior to such cancellation. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- d. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance as required hereunder.

## **10. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

## **SPECIAL CONDITIONS**

### **1. Manuals**

Owner requires one (1) complete set of an operational and maintenance manual including complete part numbers, owner's manuals, and preventative maintenance procedure. Vendor name, contact information and spare part numbers must also be included.

### **2. Delivery**

The Owner must be called at least three (3) working days in advance of the delivery and provided with the date and time of delivery.

Upon delivery, the vehicle shall be made fully and properly operational. Demonstration of proper operation must be made to the Owner's Superintendent of Parks and Planning and written acceptance of the Owner's Executive Director shall be required as a condition to final payment.

Owner will need to be on site during delivery.

**BID FORM  
HOMewood-FLOSSMOOR PARK DISTRICT**

**2023 Ford SuperDuty F-250 XL with Plow**

(Please complete in ink, and print or type)

TO: Homewood-Flossmoor Park District  
3301 Flossmoor Road  
Flossmoor, Illinois 60422

FROM: \_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL ADDRESS

**FOR: 2023 Ford SuperDuty F-250 with Plow**

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. That all modifications have been submitted with this bid;
- C. That it has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Homewood-Flossmoor Park District reserves the right to accept or reject any or all bids, accept only portions of a proposal and reject the remainder, and to waive any technicalities or irregularities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Park District within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all insurance required by the Contract Documents; and
  - (b) Deliver the vehicle in accordance with the Specifications and within the time requirements as set forth in the Bid Documents.
- G. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following lump sum price:

Base Bid	Amount
2023 Ford SuperDuty F-250 XL with Plow	\$
Western Pro-Plow Series 2 Snowplow, 7'6"	\$
Discount applied if both items purchased from same vendor	\$

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Contractor shall deliver the vehicle on or before December 31, 2023.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will supply and deliver the vehicle in accordance with the requirements of the Contract.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Full Name of Bidder (Print)
 (a) Individual ( )  
(b) Partnership ( )  
(c) Corporation ( )  
 Name and Title of Authorized Agent  
 if Corporation or Partnership (Print): \_\_\_\_\_

\_\_\_\_\_  
 Full Name and Title of Bidder (Signature)

\_\_\_\_\_  
 Street Address/City/State/Zip

\_\_\_\_\_  
 Email \_\_\_\_\_ Phone \_\_\_\_\_

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Homewood-Flossmoor Park District (the "Owner") and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers,

directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Homewood-Flossmoor Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

## **SPECIFICATIONS**

The use of brand names in these Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect the product or material required by these Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening in accordance with the Section 6 of the Instruction to Bidders.

### **2023 Ford SuperDuty, F-250 XL with Plow**

### **2023 Ford SuperDuty, F-250 XL**

Vehicle price must include:

- SuperCab with 6 ¾' Bed
- 6.8L 2-Valve Gas DEVCT NA PFI V8 Gas Engine
- TorqShift-G 10-Speed Automatic Transmission with SelectShift
- 4 x 4 SRW
- Antimatter Blue Metallic Exterior Color
- Medium Earth Gray, Heavy Duty Vinyl Interior
- Carpet Delete
- Trailer Brake Controller
- Upfitter Switches
- AM / FM Stereo with 4 Speakers
- Electronic Shift-on-the-Fly (ESOF)
- HD Vinyl 40/20/20 Split Bench Seats
- Snow Plow Prep Package
- + Standard Features

### **Western Pro-Plow Series 2 Snowplow, 7'6"**

Plow price must include:

- Blade Width: 7'6"
- Blade Height: 29"
- Blade Gauge: 11
- Trip Springs: 4
- Shock Absorbers: 1
- Vertical Ribs: 7
- Angling Rams: 1½" x 10"
- Plowing Width: 6' 6"
- Approximate Weight: 653 lbs.
- Disc Shoes: Cast Iron
- Cutting Edge: 3/8" x 6"
- Mount Type: UltraMount 2
- Lift Cylinder: 1½" x 8"

\*\*\*\*\*  
**Please attach a listing of included Standard Features for each item**  
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