



## **REQUEST FOR PROPOSALS**

ANIMAL CONTROL FORD TRANSIT 250 PURSUANT TO SPECIFICATIONS

**ISSUED ON:** 03/22/2024

**MANDATORY PRE-BID MEETING:** OR NOT REQUIRED

**METHOD OF DELIVERY OF THE PROPOSAL:** Proposals must be submitted by hand-delivery or U.S. Certified Mail/Return Receipt Request to Alicia Morales, Clerk Joliet Township, 175 W. Jefferson Street, Joliet, IL 60432. Emailed or faxed bids will not be accepted.

**PROPOSAL DEADLINE:** Proposal must be received by April 02, 2024, at 1:30 PM. Any proposals received after this time will not be accepted.

**BID OPENING:** March 22, 2024

**ADMINISTERED BY:** Angel Contreras

**GENERAL:** All proposals must be delivered in a sealed envelope and clearly marked "Animal Control Vehicle Proposal".

Sealed proposals must be delivered to the Joliet Township Clerk, 175 W. Jefferson Street, Joliet, IL 60432 no later than the Proposal Deadline above.

Proposals will be unsealed and publicly opened at the Joliet Township Town Hall Meeting Room, located at 175 W. Jefferson Street, Joliet, IL 60432 on the date and time specified in the Bid Opening above. Bids not physically received by the Proposal Deadline will be returned, unopened to the firm.

Bid packets are available online at [www.joliettownship.net](http://www.joliettownship.net).

**TAX EXEMPTION:** Joliet Township is exempt from Federal, State, and Municipal taxes.

**SIGNATURE ON BIDS:** Joliet Township requires the signature on bid documents to be that of an authorized representative of said company. Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.



## **BIDDING PROCEDURES:**

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the Joliet Township Board.
2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the Township to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the Township who will, if necessary, send written addendum to all bidders. The Township will not be responsible for any oral instructions.
4. After bids are received, no allowance will be made for oversight by bidder.

## **SUBSTITUTIONS:**

1. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Town Board shall be the sole judge of whether an article shall be deemed to be equal.
3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

**REJECTION OF BIDS:** The bidder acknowledges the right of the Township Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the Township Board to reject a proposal if the proposal is in any way incomplete or irregular. The Township Board may also award, at its discretion, only certain items quoted on. The Township Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.



**ACKNOWLEDGEMENT OF ADDENDA:** Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

**FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.**

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

**INVESTIGATION OF BIDDERS:** The Township will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. The Township reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

**DISCLOSURE:** Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

**BID AWARDS:** The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the Township. Failure to comply is the risk of that contractor.

**CHANGES TO CONTRACT AFTER BID AWARD:** There shall be no deviations from any work without a written change order. All change orders must be approved by the Township Supervisor as well as executed by the successful contractor. If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by Township Board, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

**NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of Illinois.

**COLLUSIVE BIDDING:** The vendor's signature on the Joliet Township Bid is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude Joliet Township from obtaining the lowest possible competitive price.



## **INDEMNIFICATION:**

The Contractor covenants and agrees at Contractor's sole cost and expense to save, defend, indemnify and hold harmless the Joliet Township, its Supervisor, Town Board, and individual members of the Town Board, and any and all employees, agents, officers, or representatives of the Township (collectively "Township"), and shall pay on behalf of, protect, defend, and assume entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury, alleged injury, or death to any person, damage or alleged damage to property of the Township or others sustained or alleged to have been sustained in connection with, arising out of, resulting from, proximately caused by, directly or indirectly attributable to, or due to some act, error, omission, or activity of Contractor, the Contractor's performance, or the intended performance of any work, service, or obligations stated in or resulting from this request for proposal or agreement subsequent to this request for proposal, performed by the Contractor, their employees, agents, and representatives. The Contractor further agrees to defend any suit or action brought against Township based on any such alleged injury, death, or damage indemnified above and to pay all damages, cost and expenses in connection therewith or resulting there from. This indemnity shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the Contractor. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

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 section. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Contractor shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this section. In the event that Township is named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this section, Township shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the Contractor pursuant to the indemnification provisions herein. Contractor shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this section and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this section. In the event that such payment is not made, the



Township, at its sole discretion, may proceed to file suit against the Contractor to compel such payment. The Contractor also agrees that it will not settle or compromise any action, suit or proceeding without the Township's prior written consent, which consent shall not be unreasonably withheld. The defense and indemnification obligations of the Contractor hereunder shall survive the expiration or termination of this contract. However, nothing in this section shall require Contractor to indemnify the Township against their own negligence, to the extent that the work and this RFP are subject to the provisions of 740 ILCS 35/1. Contractor shall similarly protect, indemnify, and hold and save harmless the Township from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of copyright or any of its obligations under, or Contractor's default of, any provision of the contract. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Contractor has obtained. In that regard, coverage that is commercially available, shall include "Occurrence" basis wording issued by a company or companies acceptable to the Township and qualified to do business in the State of Illinois, in the type and minimum amounts as approved by the Township. Certificates of Insurance acceptable to the Township shall be filed with the Township, and these Certificates of Insurance and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to the Township.

#### **WAIVER AND ALLOCATION OF RISK:**

The Township accepts no responsibility or liability for the accuracy or completeness of this RFP or of any recorded or oral information communicated or made available for inspection by the Township, and no representation or warranty, either express or implied, is made or given by the Township with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Contractor or any other person on this RFP or any other such information as is described in this RFP is solely that of each Contractor. Each Contractor acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFP or any such information as is described in this RFP. Each Contractor who submits a proposal to the Township is deemed to have released the Township from, and waived, any action, cause of action, claim, liability, demand, loss damage cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this RFP. Each Contractor who submits a proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the work, and to prepare and submit its proposal.



**RESPONSIBLE CONTRACTOR:**

All Contractors shall demonstrate that it is a “responsible” contractor by providing, at minimum, satisfactory evidence that it provides or participates in an apprenticeship and training program approve and registered with the U.S. Department of Labor’s Bureau of Apprenticeship and Training.

**CLERICAL ERRORS:** If applicable, all errors in price extensions will be corrected by Joliet Township and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of total price submitted.

**ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the Township of any omissions or errors found in this document.



## **CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/BIDDER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

THIS FORM MUST BE SCANNED AND SUBMITTED WITH YOUR BID



## **ANIMAL CONTROL FORD TRANSIT 250**

### **GENERAL**

Joliet Township Animal Control will be using this vehicle to pick up strays, injured and dangerous animals in accordance with our intergovernmental agreements with local agencies.

### **SPECIFICATIONS**

#### **Quantity: 2**

NEW FORD TRANSIT 250 VAN – 9,750 GVWR

**CAB/CAB EQUIPMENT:** Regular cab, 2-person seating, Heavy-duty heater, intermittent windshield wipers, Heated manual outside rearview mirrors, 12-volt power outlet, AM/FM radio, 2- point seat belts, back-up-alarm, and remote start. Van already set up for animal control would be preferred but not required. Van will need to be outfitted with cages, air, heat, and lights preferably through Mavron.

**ENGINE:** 3.5L V6, mid roof, 18 feet long

**TRANSMISSION:** 6 or 10 speed automatic with overdrive.

**BRAKES/STEERING:** Heavy-duty four-wheel anti-lock disc and power steering.

**COLOR:** Solid white exterior (preferred)

**WHEELS/TIRES:** Stock

**TRAILER HITCH:** 2” hitch preferred

**LIGHTING:** Safety light bar for top of roof, strobes for front and back, and light stick for back of van.

**TRADE-IN:** N/A

**\*\* BID MUST MEET OR EXCEED MINIMUM SPECIFICATIONS \*\***

**TOWNSHIP CONTACT:** Alicia Morales (815)726-4781

**BIDDING:** PLEASE SUBMIT QUESTIONS DURING THE BID PROCESS THROUGH THE ESM ELECTRONIC BIDDING TOOL

**LICENSE PLATE:** PROVIDE PRICING FOR COST OF NEW NON-EXPIRING GOVERNMENTAL LICENSE PLATES.

**METHOD OF DELIVERY OF THE VEHICLE:** ALL PRICES MUST BE QUOTED F.O.B, JOLIET TOWNSHIP, 2807 MCDONOUGH STREET, JOLIET, IL 60436.