# LEGAL NOTICE - MUST RUN IN SOUTHTOWNSTAR WEDNESDAY MARCH 28, 2012

#### LEGAL NOTICE

# VILLAGE OF ORLAND PARK, ILLINOIS ADVERTISEMENT FOR BIDS

#### THREE (3) INFIELD GROOMERS

The Village of Orland Park, Illinois will receive sealed bids until **11:00 A.M. on the 11th day of April, 2012** at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for three (3) Toro Sand Pro 2020 (08884) Infield Groomers. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website, www.orland-park.il.us.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

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 bidding and to disregard all non-conforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws as well as 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: DAVID P. MAHER VILLAGE CLERK



# VILLAGE OF ORLAND PARK, ILLINOIS

# **INVITATION TO BID**

Three (3) Infield Groomers

# **ISSUED**

March 28, 2012

# **BID OPENING**

Wednesday, April 11, 2012 11:00 a.m.

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#### I. INSTRUCTIONS TO BIDDERS

#### **OVERVIEW**

The Village of Orland Park requests Bids for the purchase of three (3) Infield Groomers, ("the Project") for the Village of Orland Park, Illinois ("Village"). See the Bid Specifications prepared by the Village of Orland Park Public Works Department for details on the Project ("Specifications").

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 on Wednesday, April 11, 2012. 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 time for the Project which described in detail consists of the following:

#### Three (3) Toro Sand Pro 2020 (08884) Infield Groomers

Oral, telephonic, telegraphic facsimile or electronically transmitted bids shall not be considered. No oral comments will be made to any Bidder as to the meaning of the Plans and Specifications or other contract documents. Requests for comments shall be made in writing. Contact Tom Morgan by fax at (708) 403-8798 if you have any technical questions on this project. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site 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 the bid and other contract documents. Before the bids are opened, all modification or additions to the Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement in its best interest.

Any references in the 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.

#### **BID SPECIFICATIONS FOR:**

Three (3) Toro Sand Pro 2020 (08884) Infield Groomers

#### SCOPE OF WORK:

The Village of Orland Park, Illinois is requesting bids for the purchase of three (3) Toro Sand Pro 2020 (08884) Infield Groomers. These Infield Groomers shall be new, unused, and be of a current production model.

#### **SPECIAL CONDITIONS:**

These detailed specifications shall be construed as "minimum."

All integral parts and hardware not specifically mentioned in the scope of the specifications that are necessary to provide a complete working unit shall be furnished.

The bidder shall indicate whether the three (3) Toro Sand Pro 2020 (08884) Infield Groomers that are being furnished compy or do not comply with each section of the specifications as written on the Bid Specifications Comply/Exception forms in Section III. The bidder shall explain the reason for each exception taken in each section. Failure to properly complete the bid specification form may result in the disqualification of the proposed bid.

The Village will inspect the completed vehicle at the time of delivery for compliance to the accepted specifications. The vehicle will be inspected for proper workmanship, including, but not limited to: painting, welding, wiring, and general fit and finish. This inspection shall be completed before the Village accepts the vehicle.

#### **Bid Submission:**

Please provide a total bid price and delivery time (days) from the date of order of the unit on the Bidders Summary Sheet located in Section II.

Provide the cost of the three (3) Toro Sand Pro 2020 (08884) Infield Groomers and the approximate time of delivery on the ADDITIONAL INFORMATION page in Section III.

#### **GENERAL PROVISIONS**

**Contract** – The purchase order, bid documents and warranties shall serve as the contract between the successful bidder and the Village.

This 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.

**Payments** – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor's Dated Invoice for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Current invoice amount

**Assignment** – Successful bidder shall not assign the work of this Project without the prior written approval of the Village.

**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. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors 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. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Contractor shall be 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. Contractor is 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.

**Guarantees and Warranties** - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. 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.

The vehicle and equipment shall be new or current production, and be properly serviced for immediate operation. By submitting a bid, bidder expressly warrants that the vehicle, 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 Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village.

Indemnification - The selected contractor shall indemnify and hold harmless the Village of Orland Park ("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 Contractor, 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 Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, 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 Contractor 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 Contractor 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 Contractor 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.

#### **BID SUBMISSION REQUIREMENTS**

Bidder must submit two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be a <u>complete</u>, <u>identical</u>, <u>unbound</u> copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements <u>in each copy</u> in order to be considered responsive. <u>Both copies shall be the forms with the original signatures</u>.

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 a period of sixty (60) calendar days after the Village opens them.

Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in the Specifications and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done 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 Invitation to Bid and Specifications, (Project manual) all of which are 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.

**Bidder Summary Sheet** – Section II includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

**Bid Deposit** – No bid deposit is required to be submitted with this bid.

**References** – Bidders shall provide the Village with the names and contact information of three (3) references for which they have performed similar work. The bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from bidder's references to further evaluate the bidders.

**Payment and Performance Bonds** – No payment or performance bonds are required to be submitted by the successful bidder in relation to this project.

**Bid Price** - The submitted bid price shall include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this bid packet. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

**Other -** Bidders must complete and submit all of Toro Sand Pro 2020 (08884) Infield Groomer Specification forms and Additional Requirements page in Section III by indicating if the equipment will comply or if there will be an exception. Bidder must also submit the make and model of the equipment that you will provide if selected. List the total cost and the delivery time after bid award on the Additional Information page in Section III.

Brand names specified in the Specifications shall be deemed to include approved equals, but bidder must obtain the Village's approval of their proposed equal not less than five (5) calendar days before bids are opened, and the Village will notify all bidders accordingly.

#### **EVALUATION OF BIDS/BIDDERS**

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 Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

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.

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, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the bidders.

Award of the contract is subject to Village of Orland Park Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see Section III Local Vendor Purchasing Policy) when awarding the contract.

The Village may also conduct a pre-award facility survey of the bidder. 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 award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

#### **BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit all of the following items:

- Sealed Bid Envelope Addressed to the Village of Orland Park, Attn: Village Clerk's Office, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: Infield Groomers in the lower left hand corner.
- Bid Bidder must submit two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. Both copies shall be the forms with the original signatures.
- All forms completed from Section II:
  - Bidder Summary Sheet
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References
- All forms completed from Section III:
  - o Bid Specifications (Comply & Exception Sheets 2 pages)
  - Additional Requirements
  - Additional Information



# **BIDDER SUMMARY SHEET**

# Infield Groomers Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
FEIN #:	
Phone: ()	Fax: ()
E-mail Address:	
Signature of Authorized Signee: _	
Title:	Date:
TOTAL BID PRICE: (for all 3 Infield Groomers)	\$(Insert Bid Price from Additional Information page)

# **BUSINESS ORGANIZATION:** \_\_\_\_\_Sole Proprietor: An individual whose signature is affixed to this proposal. \_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement. Corporation: State of incorporation: Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal. In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined. (Corporate Seal) **Business Name** Print or type name Signature

Title

Date

# CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

# **IMPORTANT:** THIS CERTIFICATION MUST BE EXECUTED.

I,	, being first duly sworn certify
and say that I am	
(insert "sole	e owner," "partner," "president," or other proper title)
submitting this proposal, and that unit of state or local government a	the Prime Contractor is not barred from contracting with any as a result of a violation of either Section 33E-3, or 33E-4 of the similar offense of "bid-rigging" or "bid-rotating" of any state or
	Signature of Person Making Certification
Subscribed and Sworn To Before Me This Day of, 20	
Notary Public	

#### SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 <u>written</u> sexual harassment policies that shall include, 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 contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights 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, a corporation is a party."	nny of its political subdivisions or any municipal
Description of Work Bid on) to the Vil	submitted a bid for (General lage of Orland Park, hereby certifies that said sment policy in place in full compliance with 775
Ву	: Authorized Agent of Contractor
Subscribed and Sworn To Before Me This Day of, 20	
Notary Publi	

#### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- **B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- **C.** That, in 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.
- **D.** That it will 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 Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- **E.** That it will 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.
- **F.** That it will 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.

**G.** That it will 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 Contractor 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 Contractor 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.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

# BY: \_\_\_\_\_\_ ATTEST: \_\_\_\_\_ DATE:

ACKNOWLEDGED AND AGREED TO:

# **TAX CERTIFICATION**

,	,	, having been first duly sworn depose and
state as fol		
l,		, am the duly authorized
age	ent for	, which has
subi	mitted a bid to the Village of Orland Park	for
	(Name of Project	and I hereby certify
that		is not
	delinquent in the payment of any tax a Revenue, or if it is:	administered by the Illinois Department of
	a. it is contesting its liability for the tax procedures established by the approp	or the amount of tax in accordance with priate Revenue Act; or
	b. it has entered into an agreement wo	ith the Department of Revenue for payment npliance with that agreement.
	Ву:	
	Title:	
Before Me 7	and Sworn To This Day, 20	
Notary P	 ubli	

# **REFERENCES**

(Please type)
ORGANIZATION
ADDRESS
CITY, STATE, ZIP
PHONE NUMBER
CONTACT PERSON
DATE OF PROJECT
ORGANIZATION
ADDRESS
CITY, STATE, ZIP
PHONE NUMBER
CONTACT PERSON
DATE OF PROJECT
ORGANIZATION
ADDRESS
CITY, STATE, ZIP
PHONE NUMBER
CONTACT PERSON
DATE OF PROJECT
Bidder's Name:
Signature & Date:

III – BID SPECIFICATIONS	S AND ADDITIONAL	INFORMATION

# VILLAGE OF ORLAND PARK LOCAL VENDOR PURCHASING POLICY

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of 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 of Orland Park 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	Not Applicable		

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 of Orland Park 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 SPECIFICATIONS (Comply/Exception Forms)

#### **PROJECT:**

Purchase of three (3) 2012 or current model year Toro Sand Pro 2020 (08884) Infield Groomers

#### **COMPLIANCE TO SPECIFICATIONS:**

The bidder shall indicate the vehicle and equipment that is being furnished complies or does not comply with each section of the specifications as written. **The bidder shall explain the reason for each exception taken in each section.** Failure to properly complete the Bid Specifications (Comply/Exception) form may result in the disqualification of the proposal bid.

The Village will inspect the completed vehicle at the time of delivery for compliance to the accepted specifications. The vehicle will be inspected for proper workmanship, including, but not limited to, painting, welding, wiring, hose routing and general fit and finish. This inspection shall be completed before the Village accepts the vehicle.

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
ENGINE	Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 16 hp (11.9 kW) at 3600 rpm. Displacement: 29.3 cu. in. (480 cc). Oil capacity: 1.75 quart. Electronic ignition. Full pressure lubrication, oil filter.		
AIR CLEANER SYSTEM	Double air filtration, standard engine air filter plus remote mounted 3-phase Donaldson air cleaner.		
FUEL CAPACITY	4.25 gallon of unleaded gasoline.		
TRACTION DRIVE	Direct driven hydrostatic variable displacement piston pump to 2 hydraulic motors for 2WD. Large engine intake hydraulic cooler. Foot pedal control, forward/revers	se	
GROUND SPEED	Infinitely variable 0-11 mph forwa 4 mph reverse.	rd 	
HYDRAULIC OIL	3 gallon (11.4 liter) system capac Nylon reservoir to reduce corrosic 10 micron (nominal) replaceable cartridge.		
TIRES/WHEELS	Three 22 x 11.00-8 pneumatic tube tires on demountable, interchangeable wheels. Tire pressure: 4-6 psi. Smooth tire, sports field tire.	peless	
MAIN FRAME	Tricycle vehicle with welded tubul steel frame construction. Mid-engine placement. Removable refuse box.	lar	·
BRAKES	Dynamic braking through the hydrostatic transmission and han activated drum brakes mounted ceach rear wheel.		

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
STEERING	Manual front wheel steering. 15" (38 cm) diameter steering wheel.		
CONTROLS/GAUGES	Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foo pedal controls traction forward, speed. Gauges: hour meter.	t	
SEAT	High-back cushion seat w/drain 4" front-back adjustment w/add 1.75" mounting adjustment. All are not desired.	ditional	
ELECTRICAL FEATURES	12-volt battery, 280 CCA, 12-volt electric starter. Dash m ignition switch with key. Neutra interlock switch, seat switch, parking brake switch.		
SOUND LEVEL	82 dB(A) under normal operati conditions.	ng 	
DIMENSIONS	Width Length Height Wheel 58" 76" 45" 41.25 (147 cm) (193 cm) (114 cm) (1	5"	
WEIGHT	Net weight (full fluids): 650 lbs.		
WARRANTY	Two-year limited warranty. Briggs & Stratton provides a two-year commercial engine warranty and a lifetime Magner warranty.	tron® 	
ACCESSORIES	Groomers specified shall be ca of attaching to, raise/lower and the Village's existing Rahn bra attachments.	l operate	
MAKE AND MODEL			

# **ADDITIONAL REQUIREMENTS**

All standard equipment provided by the manufacturer shall be supplied on each vehicle. 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 vehicle.
The invoice and factory window stickers shall be provided to the Village at the time of delivery.
ACCEPT
EXCEPTION TO REQUIREMENTS
x
Signature of Authorized Signee

# **ADDITIONAL INFORMATION**

YEAR, MAKE, MODEL		
COST EACH DELIVERED		
TOTAL COST OF THREE UNITS DELIVERED		
(List the Total	Cost written here on the Bidder Summary Sheet in Section II a	lso.)
DELIVERY TIME (DAYS) AFTER ORDER DATE		
X		

Signature of Authorized Signee