



**OFFICIAL NOTICE TO BIDDERS  
STATE OF ILLINOIS  
MCHENRY COUNTY CONSERVATION DISTRICT  
WOODSTOCK, ILLINOIS**

**BID #0112.07.01**

Public notice is hereby given that sealed bids will be received at the **McHenry County Conservation District located at 18410 US Highway 14, Illinois until 2:15 p.m. on Monday, February 6, 2012 for the following:**

**PURCHASE OF TWO (2) NEW, UNUSED COMMERCIAL GRADE (LIQUID PROPANE) ZERO TURN MOWERS** as described in the Contract Documents.

**Plans and specifications for the above are available at the Brookdale Administrative Offices, 18410 US Highway 14, Woodstock, Illinois between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday;** This bid packet is also available on our website at [WWW.MCCDISTRICT.ORG](http://WWW.MCCDISTRICT.ORG). There is no charge for these documents. Specifications may be examined at: Brookdale Administrative Offices.

The Board of Trustees of the McHenry County Conservation District reserves the right to accept any part, or all of any bids, and to reject any and all or parts of any and all bids. Any proposal which contains items not specified or which does not complete all the items scheduled for bid, shall be considered informal and shall/may be rejected on this basis. No bid shall be withdrawn for a period of 60 days after opening of the bids without the consent of the Owner.

By: Board of Trustees  
McHenry County Conservation District

PUBLISH DATE: January 23<sup>rd</sup>, 2012





*McHenry County*  

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**CONSERVATION DISTRICT**

**CONTRACT/BID FOR  
PURCHASE OF TWO (2) NEW, UNUSED COMMERCIAL GRADE (LIQUID PROPANE) ZERO TURN MOWERS**  
as described in the Contract Documents.

Invitation Number: 0112.07.01

Date of Bid Issuance: January 23<sup>rd</sup>, 2012

Project Manager: Thomas M. McCarthy, Land & Facilities Manager

McHenry County Conservation District  
18410 U.S. Highway 14, Woodstock, IL 60098  
Phone: 815.338.6223  
Fax: 815.334.2877  
[MCCDistrict.org](http://MCCDistrict.org)

**BID PACKAGE**  
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**INVITATION TO BID**

**OWNER:**

McHenry County Conservation District  
 18410 US Highway 14  
 Woodstock, IL 60098  
 ATTN: Thomas M. McCarthy, Land & Facilities Manager

<p><b>BIDDER:</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>City, State, Zip Code: _____</p> <p>_____</p>	<p><b>BID SUBMISSION INFORMATION:</b></p> <p>Invitation Number: <u>0112.07.01</u></p> <p>Date of Bid Issuance: <u>January 23<sup>rd</sup>, 2012</u></p> <p>Bid Opening Date: <u>February 6<sup>th</sup>, 2012</u></p> <p>Bid Opening Time: <u>2:15 P.M.</u></p> <p>Bid Opening Location: <u>Administrative Offices, 18410 US Highway 14, Woodstock, Illinois, 60098.</u></p>
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Owner will receive sealed bids for the Products generally described as follows:

Model No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Total Cost including prep and delivery
	Commercial Grade (LP) Zero Turn Mowers	2	₪	₪

The Products shall be delivered to the following address: **Prep and Delivery to be included in price of mower.**

McHenry County Conservation District  
 Rush Creek Mechanics Shop  
 ATTN: Thomas M. McCarthy, Land & Facilities Manager  
 20802 Windy Hill Rd  
 Harvard IL 60033 ("Delivery Address")

## GENERAL INSTRUCTIONS TO BIDDERS

- A. Preparation of Bids. All bids for the Products shall be made only on the blank Contract/Bid form attached to this Request for Bids and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Bid form. All bids must be signed by an authorized official. Bids that contain omissions, erasures, alterations or additions not called for, conditional or alternate bids (unless called for) or irregularities of any kind may be rejected.
- B. Clarifications. Owner reserves the right to make clarifications, corrections or changes in this Request for Bids at any time prior to the time bids are opened. All bidders or prospective bidders will be informed of said clarifications, corrections or changes.
- C. Delivery of Bids. One original and one copy of each bid shall be submitted in a sealed envelope plainly marked with the Invitation Number and Bidder's full legal name and address. The envelope shall be addressed and delivered to Owner at the Bid Opening Location set forth above, on or before the Bid Opening Time on the Bid Opening Date, set forth above. Bids may be delivered by mail or in person. Bids received after the Bid Opening Time will be returned unopened.
- D. Opening of Bids. Bids will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.
- E. Withdrawal of Bids. No bid shall be withdrawn for a period of 60 days after the opening of any bid.
- F. Rejection of Bids. Bids that are not submitted on the Contract/Bid form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared bid upon compliance with these Instructions to Bidders.
- G. Acceptance of Bids. Bids submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Owner reserves the right to accept the bid that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted or in the request for bid process, provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon or anticipate such waivers in submitting their bid. Upon acceptance of the successful bidder's bid by Owner, the successful bidder's bid, the Contract/Bid form, and Owner's notification of acceptance in the form attached to this Invitation to Bid shall become the Contract for the Products.

DATED this 23rd\_day of January, 2012

McHENRY COUNTY CONSERVATION DISTRICT

By: Thomas M. McCarthy  
Land & Facilities Manager

**CONTRACT/BID FORM**

**McHENRY COUNTY CONSERVATION DISTRICT  
CONTRACT/BID FOR  
TWO (2) NEW COMMERCIAL GRADE (LIQUID PROPANE) ZERO TURN MOWERS**

Full Name of Bidder \_\_\_\_\_ (“Bidder”)

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ E-Mail Address \_\_\_\_\_

TO: McHenry County Conservation District (“Owner”)  
18410 US Highway 14  
Woodstock, Illinois 60098  
ATTN: Thomas M. McCarthy  
Land and Facilities Manager

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ (if none, write “NONE”), which are securely attached to the end of this Contract/Bid.*

1.0 Proposal to Deliver Products

1.1 Contract and Products. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- A. Labor, Equipment, Materials and Supplies. Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- B. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- C. Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.
- D. Miscellaneous. Perform all other things required of Bidder by this Contract/Bid.

1.2 Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products shall strictly comply with the Specifications attached hereto and by this reference made a part of this Contract/Bid. If this Contract/Bid specifies a Product by brand name or model, such specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

1.3 Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

1.4 Inspection/Testing/Rejection. Owner shall have the right to inspect all of any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged or nonconforming, and charge Bidder with any excess cost incurred thereby, or (iv) cancel all or any part of any order, or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2.0 Contract Price Proposal

2.1 Schedule of Prices. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall deliver the Products to Owner in accordance with the following Schedule of Prices:

<b>Model No.</b>	<b>Description of Product to be delivered to Owner</b>	<b>Quantity of Products to be delivered to Owner</b>	<b>Unit Price of Product</b>	<b>Total Cost including prep and delivery</b>
	Commercial Grade (LP) Zero Turn Mowers	2	\$	\$

If Owner has specified the Quantity of Products to be delivered to Owner on Page 1 of the Invitation to Bid, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contact/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in figures)

If Owner has not specified the Quantity of Products to be delivered to Owner on Page 1 of the Invitation to Bid, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contact/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions

and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

2.2 Basis for Determining Prices. It is expressly understood and agreed that:

- A. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- B. Owner is not subject to state or local sales, use and excise taxes; that no such taxes are included in the Schedule of Prices; and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- C. All other applicable federal, state and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- D. If a Quantity of Products to be delivered to Owner is specified on Page 1 of the Invitation to Bid, such amount is an estimate only, Owner reserves the right to increase or decrease such quantity, the total Contract Price to be paid shall be based upon the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner, and that all claim or right to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered, is hereby waived and released.

2.3 Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

- A. Net 30 days from date of invoice or delivery, whichever is later.
- B. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3.0 Contract Time Proposal

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall deliver the Products to Owner not later than March 31, 2012.

4.0 Financial Assurance

4.1 Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with Bidder's performance of or failure to perform under this Contract/Bid, including without limitation any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

4.2 Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental

agency or body that may arise or be alleged to have arisen out of or in connection with Bidder's performance of or failure to perform hereunder.

#### 5.0 Firm Proposal

All prices and other terms stated in this Contract/Bid are firm and shall not be subject to withdrawal, escalation or change provided Owner accepts this Contract/Bid within sixty (60) days after the date this sealed Contract/Bid is opened.

#### 6.0 Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

6.1 The Products. The Products and all of their components, for a period of one year after delivery, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Bid, including, without limitation, the performance standards set forth in Subsection 1.2 of this Contract/Bid; and shall be fit, sufficient and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

6.2 Compliance with Laws. Bidder shall ensure that the Products and all of its components shall comply with, and Bidder agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid shall be deemed to be inserted herein.

6.3 Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq*; or (iii) for any other reason.

6.4 Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

#### 7.0 Acknowledgments

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

7.1 Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

7.2 Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

7.3 Acceptance. If this Contract/Bid is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract/Bid and in Owner's written notification of acceptance in the form included in this bound set of documents.

7.4 Remedies. Each of the rights and remedies reserved to Owner in this Contract/Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

7.5 Time. Time is of the essence of this Contract/Bid and, except where stated otherwise, references in this Contract/Bid to days shall be construed to refer to calendar days.

7.6 No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

7.7 Severability. The provisions of this Contract/Bid shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Bid shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Bid shall be in any way affected thereby.

7.8 Amendments. No modification, addition, deletion, revision, alteration or other change to this Contract/Bid shall be effective unless and until such change is reduced in writing and executed and delivered by Owner and Bidder.

7.9 Assignment. Neither this Contract/Bid, nor any interest herein, shall be assigned or subcontract in whole or in part by Bidder, except upon the prior written consent of Owner.

7.10 Governing Law. This Contract/Bid and the rights of the parties under this Contract/Bid shall be interpreted according to the internal laws, but not the conflict of law rules of the State of Illinois.

DATED this \_\_\_\_\_ date of \_\_\_\_\_, 2012



**BIDDER'S CERTIFICATION**

STATE OF ILLINOIS }  
COUNTY OF            SS

\_\_\_\_\_

\_\_\_\_\_ (BIDDER'S EXECUTIVE OFFICER), being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Bidder, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Bidder deposes, states, and certifies that Bidder is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest/Witness:

\_\_\_\_\_  
NAME OF BIDDER

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

By: \_\_\_\_\_  
(NAME OF BIDDER'S EXECUTING OFFICER)

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
(TITLE OF BIDDER'S EXECUTING OFFICER)

Subscribed and Sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

{SEAL}



**ANTICOLLUSION COMPLIANCE AFFIDAVIT**  
**COUNTY OF MCHENRY, ILLINOIS**

\_\_\_\_\_ BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he is \_\_\_\_\_ of \_\_\_\_\_  
(Partner, Officer, Owner, etc.) (Company Name)

The party making the foregoing proposal or bid/proposal, that such bid/proposal is genuine and not collusive, or sham; that said vendors has not colluded, conspired, connived or agreed directly or indirectly, with any vendors or person, to put in a sham bid/proposal or to refrain from bid/proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid/proposal price element of said bid/proposal, or of that of any other vendors, or to secure any advantage against any other vendors or any person interested in the proposed contract.

\_\_\_\_\_  
Name of Vendor if Vendor is an INDIVIDUAL

\_\_\_\_\_  
Name of Vendor if Vendor is a PARTNERSHIP

\_\_\_\_\_  
Name of Vendor if Vendor is a CORPORATION

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

By:

\_\_\_\_\_  
Signature of Authorized Representative

{SEAL}



**NOTICE OF AWARD**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the McHenry County Conservation District ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**FOR THE PURCHASE OF Two (2) Commercial Grade (LP) Zero Turn Mowers**  
**FOR THE AMOUNT NOT TO EXCEED: \$ \_\_\_\_\_**

**Accounting Code for payment (Internal Use): \_\_\_\_\_**

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the Contract Price therefore and supersedes and merges any other prior or contemporaneous discussions, agreements or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled, "Amendment to Contract/Bid." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

McHENRY COUNTY CONSERVATION DISTRICT

By: \_\_\_\_\_  
Kevin Ivers, President  
Board of Trustees

McHENRY COUNTY CONSERVATION DISTRICT

By: \_\_\_\_\_  
Elizabeth S. Kessler, MBA, CPRP  
Executive Director



**SPECIFICATIONS**

Two (2) Commercial Grade (Liquid Propane) Zero Turn Mowers

MANUFACTURER	Various
MODEL	Commercial Grade
<b>Engine</b>	Min 25 hp
	Air Cooled only
Fuel	Liquid Propane
Fuel Tank Capacity	Min 10 gallon
Mower Deck width	72"
Mower Deck Thickness	Min 7 gauge sides, 10 gauge top
Mower Deck Cutting Height	1" to 5"
Include in the price for the cost of two extra fuel tanks	