

**INVITATION TO BID**  
**DUNDEE TOWNSHIP CEMETERY**  
**PURCHASE OF KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW**  
**SEALED BID** **September 13, 2019**

Dundee Township Cemetery is seeking to purchase a KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW from a qualified and experienced Dealer for its' East Dundee, IL Cemetery.

<b>SUBMISSION DATE &amp; TIME:</b>	<b>October 15, 2019 @ 5:00 pm</b>
<b>SUBMISSION LOCATION:</b>	<b>Township Office, 611 E. Main Street, Suite 201 East Dundee, IL 60118</b>
<b>BID OPENING DATE:</b>	<b>October 16, 2019 @ 7:00 pm</b>
<b>PROJECT AWARD DATE:</b>	<b>October 30, 2019</b>
<b>COMPLETION DATE:</b>	<b>December 5, 2019</b>
<b>GENERAL REQUIREMENTS:</b>	<b>Submit One (1) completed Sealed Bid Package including:</b>
<b>AT TIME OF SUBMITTAL:</b>	<ul style="list-style-type: none"> <li>• Required Contact Information</li> <li>• Affidavit of Corporation</li> <li>• Timeline of Completion of the Project</li> <li>• Fully Completed Schedule of Prices</li> <li>•</li> </ul>
<b>AT TIME OF AWARD</b>	<ul style="list-style-type: none"> <li>• Certificate of Insurance</li> <li>• Executed Contract</li> </ul>

**CONTACT PERSON:** Mark Rakow, Cemetery Manager  
cemetary@dundeetownship.org, 847-836-5069

**DUNDEE TOWNSHIP— KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW**

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## DUNDEE TOWNSHIP— KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW

### INSTRUCTIONS TO BIDDERS—TERMS AND CONDITIONS

**1. BID OPENING.** Sealed Bids must be received as indicated on cover sheet. Bids received after this time will not be accepted or opened. Bids will be opened publicly at a Township Board of Trustees Meeting and available for inspection beginning the next day at the Township office. All interested parties are welcome to attend the bid opening. The bid opening will be held at Dundee Township Offices, 611 E. Main Street, Suite 201, E. Dundee, IL 60118

**2. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the Dundee Township Cemetery, 611 E. Main Street, Suite #201 E. Dundee Illinois 60118. Label envelope (in lower, left hand corner) with name of bid and bid number. Dundee Township will not accept faxed or emailed bids. It is the responsibility of the bidder to make sure their bid arrives at the Dundee Township offices on time.

**3. BID FORM PREPARATION.** All blanks on the Bid Form must be completed by printing in ink or by typewriter. In signing this bid, Bidder certifies this bid is genuine and not made in the interest 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any other advantage over any other Bidder or over Owner. All names must be typed or printed in ink below the signature. Bids by corporations must be executed in the corporate name by the president or a vice-president (or by other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids shall be submitted before the time and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope, marked with the enclosed bid label, accompanied by the Bid Form (including any required exhibits) and the bid security (if required).

**4. MODIFICATION/WITHDRAWAL OF BID.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, after the Bids are opened, any Bidders that file a duly signed, written notice with the Township and promptly thereafter demonstrates to the reasonable satisfaction of the Township that there was a material and substantial mistake in the preparation of its bid, that Bidder may, with consent of District,

withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

**5. RESERVED RIGHTS. DUNDEE TOWNSHIP CEMETERY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS** or to waive any informality or technicality in any bid in the interest of the Township. If the Township finds reason to disqualify or reject the apparent low Bidder, the Township reserves the right to award the Contract to the next lowest responsible Bidder, or to rebid the entire Project, or to cancel the Project. All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the Township may, in its sole discretion, release any bid and return the bid security prior to that date. Dundee Township will not be liable in any way for any costs incurred by respondents in replying to this bid.

**6. DISCRETIONARY TERMINATION.** The Township, at its sole discretion, reserves the right to terminate this Contract or any part hereof at any time the Township determines it necessary. Upon notification by the Township of such termination, Vendor shall immediately stop all Work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such Work. Vendor shall be paid a percentage of the order price reflecting the percentage of the Work performed prior to the notice of termination. Vendor shall not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. Dundee Township shall be the sole judge as to the acceptability or quality of material bid.

**7. TERMINATION FOR CAUSE.** The Township may also terminate this Contract or any part hereof for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of the Contract. Late deliveries, deliveries of products which are defective, or which do not conform to this Contract, and failure to provide the Township, upon request, reasonable assurances of future performance, shall be reasons allowing the Township to terminate this Contract for cause. In the event of termination for cause, the Township shall not be liable to Vendor, for any amount, and Vendor shall be liable to the Township for any and all damages, sustained by reason of the default which gave rise to the termination, including, but not limited to, all remedies available under the Illinois Uniform Commercial Code.

**8. MODIFICATION OF AWARDED BID.** The Vendor and the Township agree that no change order or other directive may be issued by the Township which requires additional compensable Work to be performed, which Work causes the aggregate amount payable to exceed the amount appropriated for this Contract, unless the Vendor has been given a written assurance by the Township that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in this Contract.

The Vendor and the Township further agree that regardless of any other provision of this Contract, the Vendor shall not be entitled to any additional compensation, whether by law or equity, unless prior to commencing the additional Work, the Vendor was given a written change order describing

the additional compensable Work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the Township Supervisor.

The Township shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment may be made, and this Contract shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.

Dundee Township is exempt from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

**9. PAYMENT.** As part of the award of this contract, the Township shall reserve the right to set the payment terms prior to the signing of the Contract.

**10. WARRANTY.** Contractor and/or Seller (as case may be) expressly warrants that all goods and services will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the Township, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Dundee Township, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services. Contractor and/or Servicer and/or Seller shall provide to Dundee Township proof of adequate insurance coverage to satisfy the indemnification provisions herein.

**11. EQUAL EMPLOYMENT OPPORTUNITY.**

WHEREAS, the Act upon which Article VI, Section 2-211 of the County Code is based has been repealed and superseded by the Illinois Human Rights Act (Ill. Rev. Stat. Ch. 68, Sec. 1-101, et seq. 1987); and

WHEREAS, Dundee Township is required to comply with the Illinois Human Rights Act and the rules and regulations promulgated thereunder by the Illinois Human Rights Commission, and

WHEREAS, the rules and regulations promulgated by the Human Rights Commission require that the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract.

NOW, THEREFORE, BE IT ORDAINED by Dundee Township that Article VI, Section 2-211 of the Kane County Code, be amended to read as follows; The equal employment opportunity clause required by the Illinois Human Rights Commission is hereby incorporated by reference in all contracts made by Dundee Township and in all bid specifications therefore furnished by the Township to all bidders, contractors and subcontractors.

**12. "APPROVED EQUAL"**. If and wherever in the specifications reference is made to a brand name, catalog number, etc., it is only for the purpose of establishing a grade or quality required. Since Dundee Township does not wish to rule out other competition, the phrase "or approved equal" is added.

An "approved equal" is identical or superior in grade or quality. Dundee Township will be the sole judge as to acceptability of an "approved equal".

By signing this bid document, the Bidder hereby acknowledges and certifies that should the bid submitted by the Bidder be the same (identical) to the bid of another Bidder, the Township shall be the sole judge as to the successful qualified low Bidder. The Township shall be the sole judge as to "same or identical" in any bids received.

**13. PATENTS AND COPYRIGHTS.** Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the Township or its agents, customers, or other vendors, for alleged patent or copyright infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, furnished hereunder, and Vendor further agrees to indemnify the Township, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. The Township may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

**14. DEFAULT.** In case of default of the Contractor, Dundee Township may procure the items and services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Revised Statutes, Ch. 38, Par. 33E-1, et seq.).

**15. LIQUIDATED DAMAGES.** Failure to complete this project by the required completion dates will result in \$100.00 a day in liquidation damages until the project is completed to the satisfaction of Dundee Township.

**16. SUB-CONTRACTORS.** The Contractor must list the major subcontractors that have submitted proposals to said Contractor and that said proposals are included in the Base Bid amount, and that should the Contractor be awarded the Contract, unless otherwise mutually agreed upon by this Contractor and Township, the listed sub-contractors will perform the work indicated. List sub-contractors on Bid Form where indicated. Bidders are required to perform the majority (50 %+ ) of work with their staff – not with sub-contractor.

**MINIMUM REQUIREMENTS.**

1. The award of this bid will be based on the total bid from the qualified bidder.
2. Change of work orders, change of fee, or contracted add-ons will be issued by the Township.
3. The Township will supply a Purchase Order to the successful bidder.

DUNDEE TOWNSHIP CEMETERY  
SEPTEMBER 13, 2019  
**KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW**  
BID SPECIFICATIONS

INTENT:

It is the intent of the Dundee Township Cemetery to contract with a vendor to supply and deliver one **KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW** as specified, prices F.O.B. Dundee Township East Cemetery, Dundee, IL.

SCOPE:

1. Supply and Deliver a **KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW** per the specifications on pages 13 - 14. The vendor shall train the Cemetery personnel in the operation of the equipment and furnish maintenance manuals for the equipment at no additional charge.

WARRANTY:

Bidder shall provide written warranty with bid proposal to cover defects in materials and/or workmanship that manifest them within two (2) years of date of purchase.



**DUNDEE TOWNSHIP— KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW**

**BID FORM PART 1**

The undersigned, as Bidder, declares that he/she has fully examined the proposed form of Bid and Specifications for the above designated project, all of which are attached hereto and on file in the Offices of Dundee Township located at 611 E. Main Street, Suite 201, E. Dundee, IL and all other documents referred to or mentioned in the Bid Documents.

Further, he/she proposes and agrees if this bid proposal is accepted by the Township, to execute and fully furnish the equipment specified under this Document.

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.

B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

Federal I.D. / Social Security # \_\_\_\_\_ Date \_\_\_\_\_

**DUNDEE TOWNSHIP CEMETERY KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW**

**BID FORM AFFIDAVIT / CERTIFICATION**

**PART II**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

The undersigned being duly sworn certifies that he/she is (complete one of the following):

a. Sole Proprietor of \_\_\_\_\_  
(Name of firm)

b. A Partner of the Partnership d/b/a \_\_\_\_\_  
(Name of Partnership)

c. An Officer of \_\_\_\_\_  
(Name of Corporation)

d. The Manager of \_\_\_\_\_  
(Name of Limited Liability Company)

Hereinafter called the Bidder and that; if Bidder is an entity described above, the following names and titles are true and correct as of the date hereof:

\_\_\_\_\_  
(President or Partner or Member)

\_\_\_\_\_  
(Vice President or Partner or Member)

\_\_\_\_\_  
(Secretary or Partner or Member)

\_\_\_\_\_  
(Treasurer or Partner or Member)

Federal I.D. / Social Security No. \_\_\_\_\_

The undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the organizational documents of the Bidder and the laws of the State of Illinois and that this certification is binding upon the Bidder and is true and accurate. Further the undersigned certifies that the Bidder is not barred from bidding on this project

as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid-rigging or bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this Bid proposal from the Contract Documents and that the statements contained herein are true and correct and that this proposal is made without collusion with any other person, firm or corporation.

\_\_\_\_\_  
Signature and Title

CORPORATE SEAL (if available)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

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

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

**DUNDEE TOWNSHIP CEMETERY KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW**

**BID FORM—PART III**

**COMPANY NAME** \_\_\_\_\_

**AUTHORIZED SIGNER** \_\_\_\_\_

The bidder will furnish the equipment as specified in the bid documents or an approved equal:

Supply one (1) **KUBOTA RTV-X1100CWL-H WITH BOSS SNOW PLOW** as specified for total lump sum cost of all materials and labor:

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

The Bidder guarantees delivery of all the equipment by December 5, 2019.

**\*\* TOWNSHIP WILL AWARD TO LOWEST QUALIFIED BIDDER \*\***



# Kubota

V Series

RTV-X1100CWL-H

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

## DIESEL ENGINE

Model Kubota D1105  
3 Cyl. 68.5 cu in  
+24.8 Gross Eng HP  
75 Amp Alternator

## TRANSMISSION

VHT-X  
Variable Hydro Transmission  
Forward Speeds:  
Low 0 - 15 mph  
High 0 - 25 mph  
Reverse 0 - 17 mph  
Limited-slip Front Differential  
Rear differential lock

## HYDRAULICS

Hydrostatic Power Steering  
with manual tilt-feature  
Hydraulic Cargo Dump  
Hydraulic Oil Cooler

## FLUID CAPACITY

Fuel Tank 7.9 gal  
Cooling 8.3 qts  
Engine Oil 4.3 qts  
Transmission Oil 1.8 gal  
Brake Fluid 0.4 qts

## CARGO BOX

Width 57.7in  
Length 40.5 in  
Depth 11.2 in  
Load Capacity 1102 lbs  
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

## KEY FEATURES

Factory Cab w/ A/C, Heater,  
Defroster  
Fully opening roll-down door  
windows  
Digital Multi-meter  
Speedometer  
Pre-wired w/ speakers/antenna for  
stereo  
Front Independent Adjustable  
Suspension  
Rear Independent Adjustable  
Suspension  
Brakes - Front/Rear Wet Disc  
Rear Brake Lights / Front  
Headlights  
2" Hitch Receiver, Front and Rear  
Deluxe 60/40 split bench seats  
with driver's side seat adjustment  
Underseat Storage Compartments  
Deluxe Front Guard  
(radiator guard, bumper, and lens  
guard)

## SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS  
Horn  
Dash-mounted Parking Brake  
Spark Arrestor Muffler  
Retractable 2-point Seat Belts

## DIMENSIONS

Width 63.2 in  
Height 79.5 in  
Length 120.3 in  
Wheelbase 80.5 in  
Tow Capacity 1300 lbs  
Ground Clearance 10.4 in  
Suspension Travel 8 in  
Turning Radius 13.1 ft

Factory Spray-on Bedliner  
"L" Models Only

Bright Alloy Wheels (Silver-  
painted)  
Silver-painted with machined  
surface  
"S" Models only

## TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

(1) CV-J GUARD KIT - REAR  
K7591-99160-CV-J GUARD KIT - REAR

(1) CV-J GUARD KIT - FRONT  
K7591-99150-CV-J GUARD KIT - FRONT

(1) MUD GUARD - REAR WHEELS PNF  
K7591-99510-MUD GUARD - REAR WHEELS PNF

(1) SUNVISORS (2)  
K7731-99270-SUNVISORS (2)

(1) STROBE LIGHT MOUNT KIT  
77700-VC5058-STROBE LIGHT MOUNT KIT

(1) REAR WORK LIGHTS / FOR RTV-X1100  
K7731-99630-REAR WORK LIGHTS / FOR RTV-X1100

(1) FRONT WORKLIGHTS / FOR RTV-X1100  
K7731-99620-FRONT WORKLIGHTS / FOR RTV-X1100

(1) REAR WINDOW UTILITY NET/GUARD/RTV1100  
K7711-99280-REAR WINDOW UTILITY NET/GUARD/RTV1100

(1) TAIL LAMP GUARDS  
K7591-99660-TAIL LAMP GUARDS

(1) BACKUP ALARM  
K7591-99640-BACKUP ALARM

(1) MUD GUARD - FRONT WHEELS PNF  
K7591-99520-MUD GUARD - FRONT WHEELS PNF

(2) STANDARD EXTERNAL MIRROR KIT CAB PNF  
77700-V5059-STANDARD EXTERNAL MIRROR KIT CAB PNF

# 2019 Kubota RTV-X1100CWL-H Bid Specifications - Equipment shall include the following items:

Kubota Orange

Work Site Tires

Spray-on bed liner

Strobe Light mount kit

External Mirrors (2)

Tail Lamp guards

CV-J Guard Kit, front & rear

Mud Guards, front & rear

Back-up alarm

Sun visors (2)

Front work lights

Rear work lights

Rear window guard

Boss Snowplow (6'6" V plow)

Handheld control kit

Cast Iron plow shoes

Snow Deflector Kit