

MACON COUNTY CONSERVATION DISTRICT

BID DOCUMENTS FOR PURCHASE OF ONE NEW OR USED MANLIFT:

BID DEADLINE
December 11, 2024 @ 1:00 pm

Contact:

Philip Julius, Director of Operations
Macon County Conservation District
3939 Nearing Lane,
Decatur, IL 62521
(217) 423-7708
pjulius@maconcountyconservation.org

Advertisement for Bid

The Macon County Conservation District (the “District”) is accepting sealed bids for the purchase of: one (1) – New or Used Manlift. Questions regarding this bid should be submitted in writing to Philip Julius, Director of Operations at pjulius@maconcountyconservation.org.

Bids must be submitted in a sealed, opaque envelope, marked “Sealed Bid: Manlift Purchase” and will be received until 1:00 pm., on December 11th, 2024 at the District’s Administration Office, 3939 Nearing Lane, Decatur, IL 62521, Attn: Philip Julius, at which time they will be opened and read aloud.

Specifications and bid forms are available at the District’s Administration Office, 3939 Nearing Lane Decatur, IL 62521, between 9:00 a.m. – 4:00 p.m., Monday – Friday and by email sent to pjulius@maconcountyconservation.org.

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

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

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

INSTRUCTIONS TO BIDDERS

The Macon County Conservation District, the District's Representatives, and the "District" are one and the same. The District's representative, Philip Julius, Director of Operations, can be contacted at (217) 423-7708, or pjulius@maconcountyconservation.org.

The words "Contractor", "Vendor", or "Bidder" shall mean the party bidding for or entering into the Contact for performance of the work covered by the written Specifications, and its legal representatives or authorized agents.

1. General Information

A. The Macon County Conservation District is seeking bids for One (1) – New or Used Manlift.

B. Time and Place of Bid Submission:

Sealed bids will be accepted until 1:00 p.m., December 11th, 2024 at:

Macon County Conservation District
3939 Nearing Lane
Decatur, IL 62521

C. Bid Opening and Bid Award:

All bids received prior to the opening time shall be securely kept until 1:00 p.m. on December 11th, 2024, at which time all bids will be publicly opened and read aloud. Bids received after the above stated time will be returned unopened to the Bidder. No bid may be withdrawn after the bid opening.

All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Macon County Conservation District at a regularly scheduled meeting.

D. All Bidders are hereby notified that the District's budgeted amount to be spent on the Manlift cannot exceed \$50,000. Any bid received in excess of that amount will not be considered.

Manlift Delivery Date Required: On or before January 24th, 2025.

2. Examination Specifications

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

If an error or omission is discovered after the bid opening, the District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

Should discrepancies appear among the Contract Documents, the successful Bidder shall request in writing an interpretation from the District before proceeding with providing the services. If the Bidder fails to make such a request, the District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the District in accordance with said determination.

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

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

3. Explanation to Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the Bid Documents must be requested in writing no later than five (5) business day prior to the scheduled bid opening. The District shall in all cases decide all questions which may arise relative to the execution of the Contract on the part of the successful Bidder, and all estimates and decisions shall be final and conclusive. The District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. Any Addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders of record. All Bidders must acknowledge each Addendum in the bid submittal.

4. Preparation and Submission of Bids

These Bid Documents include a complete set of bid forms which are for the convenience of the Bidders and are not to be detached, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address and the bid name "**Sealed Bid: Manlift Purchase.**" The date and time of opening must be located in the lower left corner of the envelope. The District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this section will be considered non-responsive and returned.

The bid shall be signed in the space indicated for signature and by persons authorized to act on behalf of and legally bind the Bidder. The name and address of the Bidder and its organizational status (sole proprietor, partnership or corporation) shall be printed in ink as well as the name and

title of the person signing the bid on behalf of the Bidder. Prices shall be printed legibly and in ink and without erasures or interlineations.

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.**

Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the District.

5. Prices

The prices are to include the furnishing of the specified Manlifts, all necessary accessories, parts, and hardware, service and part manuals, warranties, and all other services necessary for the proper completion of the purchase in accordance with the Contract Documents.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the work to be performed. An exemption certificate will be furnished by the District upon request of the Bidder.

The District reserves the right to add or deduct from item quantities specified if received bids exceed District's budget or otherwise as the District's best interest may be served, in which event the Contract Base Bid will be altered in accordance with the increase or decrease of the item description or descriptions affected.

6. Acceptance and Rejection of Bids

The District may accept the bid of, and award the Contract for the services to, the lowest responsible Bidder as determined by and in the sole discretion of the District. The District reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all and reject others, as the District shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. Any bid proposal which contains items not specified, or which otherwise is not in conformity with the Bid Documents, shall be considered non-responsive or informal and may be rejected on this basis. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said District or that has failed to perform faithfully any previous contract with the District.

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the District on the basis that the District awarded a Contract for less than all portions or items of the work specified in the Bid Documents. The Macon County Conservation District reserves the right to waive any

technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the District will be served by such actions and in accordance with applicable law.

7. Award of Contract

Award of Contract will be made to lowest responsible Bidder that complies with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with Specifications, financial capability of Bidder, and the performance of Bidder on other projects, as determined by the Macon County Conservation District .

Bids will be awarded to one Bidder for the purchase of said Manlift.

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

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the District; no other act by the District shall constitute the acceptance of a bid. The acceptance of a bid by the District shall bind the successful Bidder to execute and perform the work of the Contract. The successful Bidder to whom the Contract is awarded by the District shall sign and deliver to the District, for execution by the District, all required copies of the Contract within three (3) days after award of the Contract. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the District. The District may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

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

8. Tax Exemption

The District is not subject to federal excise or Illinois retailer's occupation tax. An exemption certificate will be furnished by the District upon request of the Bidder.

9. Addenda

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

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

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

10. Withdrawal of Bids

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

11. Postponement of Date for Opening Proposals

The District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

GENERAL CONDITIONS

The General Conditions are included in the Contract for the Purchase of Manlift, substantially in the same form included in these Bid Documents (the “General Conditions”). For purposes of these General Conditions, “Contractor” or “Vendor” shall mean the party entering into the Contract for performance of the services in accordance with the Contract Documents.

1. Invoicing and Payment

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

2. Guarantee and Warranty

The Contractor warrants to the Macon County Conservation District that the Manlift, and all parts thereof, furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the Manlift, and all parts thereof, will be free from defects not inherent in the quality required or permitted, and that all Manlift, and all parts thereof, will conform to the Specifications. The Manlift, and any parts thereof, including required warranties, not conforming to the Specifications are defective and will be rejected by the District.

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

3. Materials

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

4. Delivery

Contractor shall deliver the Manlift to the District **on or before January 24th, 2025**.

5. Title and Risk of Loss

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

6. Acceptance and Rejection

The District will have the right to inspect the Manlift upon receipt and to reject the nonconforming or damaged Manlift within ten (10) business days after delivery. District will give notice to the Contractor of any rejection of the Manlift or claim for damages on account of condition, quality or grade of the Manlift.

Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the Manlift or for the failure of the Manlift to conform to the requirements of the Contract and shall not act as a waiver of any rights the District has with respect to such defects, deficiencies or failure, including rights under any warranty.

7. Correction of Deficiencies

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

The rights and remedies of District stated herein shall be in addition to and not in limitation of, any other rights of District granted in the other Contract Documents or at law or in equity.

8. Law Compliance

Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders in performance of the Contract. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. All Manlift, and all parts thereof, provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production, sale, transportation and handling of the same. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under the Contract. The District reserves the right to reject any bid, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Contractor.

MACON COUNTY CONSERVATION DISTRICT
SPECIFICATIONS FOR MANLIFT:

Manufacturer: _____

Model: _____

Production year: _____ Hours: _____

Serial Number: _____

Unit Location: _____

Sellers Information:

Company: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone Number: _____

Email: _____

Please attach photos and/or spec and information sheet pertaining to this unit.

<u>Priority:</u>	<u>yes/no</u>
Working Height maximum 66'	_____
Platform Height maximum 60'	_____
Horizontal Reach minimum 25'	_____
Turntable Rotation 360 degrees continuous	_____
Lift Capacity 500 lbs.	_____
Hours (less than 2000 preferred)	_____
2017 or newer	_____
4WD Self Propelled	_____
Power Source Diesel	_____

Platform Rotation minimum 160 Degrees _____

Preferred:

Remaining warranty _____

Routine maintenance logs (provide/attach) _____

Additional Information:

Has any major repair been completed? _____

Is there any weld repaired damage? _____

Has the unit ever been submerged/flooded? _____

Has the unit ever been on fire? _____

Any concerns with ? _____

Are there any unusual concerns with this unit? _____

Additional Notes:

I, (print name) _____, am authorized to submit these specifications on behalf of (seller) _____

I attest that the above information is true to the best of my knowledge. I understand that the equipment in this bid is, and will be available for purchase by the Macon County Conservation District within three days of the opening of bids.

BID FORM

**BID TO: MACON COUNTY CONSERVATION DISTRICT
3939 NEARING LANE
DECATUR, ILLINOIS 62521**

BID FROM:

Name of Bidder

Street Address

City State Zip

A. Individual ____
B. Partnership ____
C. Corporation ____

Bid For: MCCD Manlift Purchase

A. The undersigned bidder having become familiar with the local conditions affecting the work herein concerned with contract documents including; advertisement for Bid, Bidding Form, Bidding and Contract Requirements, Equipment Specification List/Form and Contract for such sales and all authorized addenda issued hereto as prepared by the Macon County Conservation District hereby proposes to perform everything required to furnish all labor, materials, tools and equipment, and all services required to perform and complete in a satisfactory manner, all the work described herein, all accordance with said documents.

The bidder agrees that the bid price is the final purchasing price and there are no additional fees with the exception of possible delivery fees which are not a part of this bid and may be negotiated upon award; or with a third party delivery service. This equipment must be made available for inspection prior to completion of the sales agreement.

The bidder hereby acknowledges receipt of the following addenda, if any distributed by the Macon County Conservation District.

Addendum No. _____ Date:

Addendum No. _____ Date:

B. Suppliers will be required to comply with all laws.

C. Date Equipment Available: _____

D. We propose **Bid** completion for: sale of a new or used excavator as detailed in the bid documents, and forms, and any addenda.

(written)\$ _____dollars, and _____cents.

(figures)\$ _____dollars, and _____cents.

Dated this _____ day of _____ 2024

Company name of Bidder

Full name of Bidder (print)

Full name of Bidder (signature)

Official Title

Street Address

City State Zip

Telephone

The Contract Documents consist of the Invitation to Bid, Bidding and Sales Contract Documents, Bid Form, Specifications and Requirements, Equipment Specification List/Form, Addenda issued prior to execution of this agreement, other documents listed after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

This offer is accepted by the Macon County Conservation District

Dated this _____ day of _____ 2024

Executive Director, Board of Trustees

BIDDER CERTIFICATION
(Must be Submitted with Each Bid)

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. That the Bidder has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications as submitted on the Bid Form;
- C. That it is understood and agreed that Macon County Conservation District reserves the right to accept or reject any or all bids, accept only portions of a proposal and reject the remainder, to waive any technicalities or irregularities, and to award the Contract to one Bidder or any series of Bidders for an appropriate portion of the services;
- D. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- E. To enter into and execute a Contract with the District within three (3) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (1) Accomplish the services in accordance with the Contract Documents; and
 - (2) Complete the services within the time requirements as set forth in the Bid Documents.
- F. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- G. To commence the services as specified in the Instructions to Bidders, and to prosecute the services in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract; and
- H. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this ___day of ____, 2024

Name: _____
By: _____
Signature _____
Title: _____

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT
(Must be Submitted with Each Bid)

Note: The following certifications form an integral part of the Agreement between the District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by District.

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

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

District has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the District and the District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

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

SIGNATURE PAGE TO FOLLOW

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT - CONTINUED

CONTRACTOR

By: _____

Its: _____

STATE OF ILLINOIS

COUNTY OF _____

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

Dated: _____

(Notary Public)

(SEAL)

CONTRACT FOR THE PURCHASE OF MANLIFT

This Contract for the Purchase of Manlift (“Contract”), made this ___ day of _____, 2024 (the “Effective Date”), by and between the Macon County Conservation District (the “District”), with its principal place of business at 3939 Nearing Lane, Decatur, Illinois and _____, a[n] _____ (the “Vendor”), with its principal place of business at _____, _____, Illinois, collectively referred to as the “Parties” or individually as “Party.”

WITNESSETH

That the District and Vendor, for the consideration hereinafter named, agree as follows:

1. Services

The Vendor shall provide one (1) – New or Used Manlift in accordance with the Contract Documents, as defined below (hereinafter referred to as the “Manlift”).

2. Contract Documents

The Contract Documents consist of this Contract between the District and the Vendor and the Advertisement for Bid, Instructions to Bidders, General and Special Conditions, Specifications dated November 20, 2024 (the “Bid Documents”), attached to and incorporated as part of this Agreement by reference, the Vendor’s Proposal, dated _____, 2024, attached to and incorporated as part of this Agreement as **Exhibit B**, the Contractor Compliance and Certification Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**, and any addenda issued prior to the execution of this Contract and any modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

3. Contract Sum and Payment

The District shall pay the Vendor _____ Dollars (\$ _____), for the proper performance of the Contract (the “Contract Sum”). Payment of the Contract Sum shall be made in full after the receipt, inspection and acceptance of the Manlift by the District and in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*

4. Term

This Contract shall begin upon the Effective Date and terminate upon completion of any and all applicable warranty periods, unless terminated earlier as provided herein.

5. Delivery

Vendor will arrange for delivery of the Manlift through a carrier chosen by Vendor, the costs of which shall be F.O.B. Decatur, Illinois. Delivery shall be **on or before January 24th, 2025**.

6. Title and Risk of Loss

Vendor shall not grant rights in or to, or otherwise encumber the Manlift or any parts of the Manlift, to, in or by any third parties at any time, that would impair or delay the full exercise by the District of any of its

rights or remedies under the Contract. Clean and unencumbered title to the Manlift shall be transferred to the District upon acceptance of the Manlift by the District. Title to, and the risk of loss, injury or destruction from any casualty to the Manlift, regardless of cause, will be the responsibility of the Vendor until the Manlift have been received, inspected and accepted by the District.

7. Acceptance and Rejection

The District will have the right to inspect the Manlift upon receipt and to reject the nonconforming or damaged Manlift within ten (10) business days after delivery. The District will give notice to Vendor of any rejection of the Manlift or claim for damages on account of condition, quality or grade of the Manlift.

Neither inspection nor acceptance by the District shall act as District's acceptance of any defects or deficiencies in the Manlift or the failure of the Manlift to conform to the requirements of the Contract Documents and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

8. Performance of the Contract

Vendor agrees to perform all work and services in a good and workmanlike manner. Except as otherwise specified in the Contract Documents, all Manlift, and all parts thereof, supplied by Vendor shall be new materials of the like and kind specified. In the event the Manlift, or any part thereof is defective, the Manlift will not be accepted, and must be replaced or repaired in a manner satisfactory to the District at Vendor's cost.

Vendor, upon the Effective Date, shall immediately place orders for the Manlift and otherwise commence performance of this Contract, unless otherwise directed by the District. No claim for extras shall be allowed unless such claim is first submitted in writing to the District and approved in writing by an authorized agent of the District.

9. Termination

The District may terminate this Contract as follows:

- a. Prior to the delivery of the Manlift, the District may, at any time, terminate the Contract in whole or in part for the convenience of the District and without cause. Termination by the District under this Paragraph 9 shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date of said termination. Upon receipt of a notice of termination, the Vendor shall immediately, in accordance with instructions from the District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services not terminated; and (6) take actions that may be necessary or that the District may direct, for the protection and preservation of the terminated work and services. In the event of termination for convenience by the District, the Vendor shall recover payment for approved work and services properly performed by Vendor before the effective date of termination. Vendor shall not be entitled to damages resulting from termination for convenience under this Paragraph.

- b. If Vendor fails to provide the Manlift and services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within three (3) business days after demand from the District to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, the District may terminate this Contract and enter into an agreement with another vendor or vendors to provide the Manlift. In such event, District shall not be liable to Vendor for all or any portion of the Contract Sum. Vendor shall be liable to the District and shall pay the District promptly upon demand the increased cost to the District of obtaining the Manlift from the substitute vendor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.
- c. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the District, the District may, without prejudice to any other right or remedy, immediately terminate the retention of Vendor.
- d. Notwithstanding anything contrary as provided herein, upon termination of this Agreement by the District for any reason, the District may pursue all remedies available to it at law or in equity.

10. Correction of Deficiencies

If the Vendor defaults or neglects to provide the Manlift in accordance with the Contract Documents and fails, within a three (3) business day period after receipt of written notice from the District, to commence to cure said default, the District may, without prejudice to other remedies, correct said deficiencies. In such case, the District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the District for any and all expenses related thereto. If the amount deducted by the District exceed the payments then or thereafter due the Vendor, the Vendor shall pay the difference to the District.

The rights and remedies of District stated in this Contract shall be in addition to and not in limitation of, any other rights of the District granted in the Contract Documents or at law or in equity.

11. Tax Exemption

The District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The District's tax exemption identification number is E99948249.

12. Vendor's Representations

The Vendor hereby specifically acknowledges and declares, and the execution of this Contract by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Manlift and that the Contract Documents are sufficient to enable it to supply and deliver the Manlift outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Manlift for an amount not in excess of the Contract Sum.

The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by District and shall immediately to the District errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the District, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction of the same.

Vendor further represents that it has full right, title and authority to transfer the Manlift to the District and that such transfer, upon delivery to the District, shall not be subject to the right or interest of any third party whatsoever.

13. Warranties

The Vendor warrants to the District that the Manlift, and all parts thereof, furnished under the Contract will be of the best quality and that the Manlift will be free from defects and deficiencies, and that the Manlift, and all parts thereof, will conform to the requirements of the Contract Documents. Manlift, and any parts thereof, not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any such defects must be corrected, either through repair or replacement, at Vendor's expense.

Warranty shall become effective upon the District's final acceptance of the Manlift. Final acceptance shall occur only after the Manlift have been delivered, inspected and accepted by the District. No warranty herein shall be deemed waived upon District's inspection and acceptance of delivery of the Manlift.

14. No Liability

The District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's services and obligations under this Contract. The District is not liable for acts or omissions of Vendor or any of Vendor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

15. Independent Contractor

Vendor acknowledges that it is an independent contractor; it alone retains control of the manner of conducting its activities in furtherance of this Contract. Vendor, as well as any persons or agents it may employ, are not employees of the District, and neither this Contract nor the administration thereof shall operate to render or deem either Party hereto the agent or employee of the other.

16. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the District and/or the Vendor, and/or any of their respective officials, officers and/or employees.

17. Assignment

This Contract is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the District.

18. Waiver

Waiver of any of the terms of this Contract shall not be valid unless in writing and signed by the Parties. The failure of the District to enforce the provisions of this Contract or require performance by Vendor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the District to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of contract.

19. Time

Time is of the essence for all matters concerning this Contract.

20. Compliance with Laws; Permits.

Vendor shall comply with all federal, state, county and local laws, ordinances, rules and regulations in performing this Contract. All Manlift, and all parts thereof, provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production, sale, transportation and handling of the same. Vendor shall be responsible for obtaining all permits and license required to perform its obligations under this Contract. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The District reserves the right to immediately terminate the Contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

21. Governing Law; Venue

This Contract and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Any actions for enforcement of this Contract by any Party hereto shall be brought only in the Circuit Court of Champaign County, Illinois.

22. Entire Agreement; No Amendment

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of the other Party that is not contained in this written Contract shall be valid or binding. No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

23. Headings

The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

24. Severability

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

25. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and is sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

FOR THE DISTRICT: Macon County Conservation District
 3939 Nearing Lane,
 Decatur, IL 62521
 Attn: Jerry Culp, Executive Director

FOR THE VENDOR:

IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals and year first above written.

DISTRICT

VENDOR

By:

By:

Executive Director,

Attest:

Its:

Secretary,
