

**CITY OF HIGHLAND PARK
REQUEST FOR PROPOSALS**

OWNER:

City of Highland Park (“City”)
1707 St Johns Avenue
Highland Park, Illinois 60035

The City will receive sealed proposals for delivery of the Products generally described as follows:

Product No.	Description of Product to be Delivered to the City	Quantity of Product to be Delivered to the City
1	Special purpose Police and Fire utility vehicle (commonly referred to as a “UTV”)	1

The Product(s) must be delivered to the following address:

City of Highland Park Police Department
1677 Old Deerfield Road
Highland Park, Illinois 60035 (the “*Delivery Address*”)

INSTRUCTIONS TO BIDDERS

Submittal Requirements

Five hard copies and one electronic copy of the Contract/Proposal must be provided to the following address:

Commander Chris O’Neill
Police Patrol Commander
City of Highland Park
1677 Old Deerfield Road
Highland Park, Illinois 60035
coneill@cityhpil.com

The electronic copy must be submitted in PDF format on a thumb drive or via email to the address noted above. Specify “**Police and Fire UTV**” on the exterior of the envelope. Failure to submit five hard copies and one electronic copy by the due date specified below may result in disqualification from the RFP process. No oral, telephone or fax proposals will be considered.

Proposals are due on or before 5:00 PM on Friday, December 23, 2022

All questions regarding the RFP shall be directed in writing to Commander Chris O’Neill at coneill@cityhpil.com by Monday, December 5, 2022, at 5:00 PM.

Preparation of Proposals

All proposals for the delivery of the Products shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and Bidder’s full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals 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.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals


Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The City reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal 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 proposal.

Upon acceptance of the successful Bidder's proposal by the City, the successful Bidder's proposal, together with the City's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Products.

DATED November 21, 2022

CITY OF HIGHLAND PARK

By: 
Chris O'Neill, Patrol Commander

CITY OF HIGHLAND PARK
CONTRACT/PROPOSAL FOR THE DELIVERY OF THE
SPECIAL PURPOSE POLICE AND FIRE UTILITY VEHICLE ("UTV")

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

TO: City of Highland Park ("City")
1707 St Johns Avenue
Highland Park, Illinois 60035
Attention: Chris O'Neill, Patrol Commander

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 stapled to the end of this Contract/Proposal.

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal.

1. Proposal to Deliver Products

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

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Exhibit A. All furnished equipment, materials and workmanship shall be of the highest grade in accordance with modern industry practices. If this Contract/Proposal specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the City requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within 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. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes; and

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

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the City, without limiting its other rights or remedies, may, at its discretion: (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; and/or (iv) cancel

all or any part of any order or this Contract/Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

A. **Schedule of Prices**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products to the City in accordance with the Schedule of Prices set forth in ***Exhibit A***.

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, 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 the City has not specified the Quantity of Products to be delivered to the City on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, 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 the City.

B. **Basis for Determining Prices**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. 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

4. If a Quantity of Products to be delivered to the City is specified on Page 1 of the Request for Proposals, such amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract/Proposal that are accepted by the City. Bidder hereby waives and releases all claims or rights 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.

C. **Time of Payment**

It is expressly understood and agreed that all payments shall be made within 30 days of the date of delivery of the Products. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products to the City at the Delivery Address not later than _____, 2023.

4. **Financial Assurance**

A. **Bonds**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond on a form provided by, or otherwise acceptable to, the City, from a surety company acceptable to the City, in the penal sum of the Contract Price, within 10 days following the City's acceptance of this Contract/Proposal.

B. **Indemnification**. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the City 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, or failure to perform, under this Contract/Proposal, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. **Penalties**. If this Contract/Proposal 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, or failure to perform, under this Contract/Proposal.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. During the term of this agreed upon warranty period, the Bidder must remedy all issues with nonfunctioning components caused by improper installation, and will replace all materials that it provided that stop functioning properly due to manufacturing defects, simple wear and tear, etc. The Bidder shall undertake remedial/repair work in a timely agreed upon manner upon being contacted by the City to schedule such work. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their 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/Proposal shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) 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 tax, as set forth in 65 ILCS 5/11-42.1-1; (2) 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 (3) any other reason.

D. 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 proposals set forth above.

7. Acknowledgements

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

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

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

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

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal. Except where specifically stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract/Proposal; nor any other act or omission of the City 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/Proposal; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective

until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the City.

J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this _____ day of _____, 2022.

Dated this _____ day of _____, 2022

Bidder's Status: _____ Corporation (State) _____ Partnership (State) Individual Proprietor

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____
(Corporate seal, if corporation)



Bidder's Business Address: _____

Bidder's Business Telephone: _____

Email or Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Highland Park (“*City*”) this _____ day of _____, 2022.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the compensation therefor 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, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled “Amendment to Agreement.” Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF HIGHLAND PARK:

By: _____



EXHIBIT A

Police Fire UTV and EQUIPMENT SPECIFICATIONS AND OUTFITTING

Qty	Description	Unit Price	Amount
1	Police & Fire 2-Seat UTV 4x4 Special Purpose Vehicle with Bed		
1	Full size roof		
1	Full size windshield with wiper if available		
1	Rear glass panel		
1	Full size doors		
1	Upper switch panel with harness roof bars		
1	Dash winch switch		
1	Multi-function cab light for roof		
1	Roof connection wire cables		
1	Heater/defroster		
1	Rear LED work light		
1	Upper front brush guard		
1	4500Lb capacity winch with steel cable		
1	Cargo bed power outlet		
1	Pintle hitch		
1	Rearview mirror		
1	Compact rescue skid with attendant seat		
1	Street/off road wheel and tire kit upgrade		
1	Full size single light bar with wiring harness		
1	Additional accessories as available/requested		
		Subtotal:	
		Installation:	
		Freight:	
		TOTAL EQUIPMENT & LABOR PER VEHICLE OUTFITTING:	