

**Request for Proposal (RFP)**  
**Minooka Community High School District 111**  
**New Dump Truck**

The Minooka Community High School District No. 111 (hereinafter the "District") is issuing this Request for Proposals for the purchase of a new dump truck. It is understood that there are and will be differences between products, product features, and manufacturers.

**PREPARATION OF PROPOSALS**

No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Proposals will be publicly opened immediately after the deadline. The method of transmittal of the proposal is at the proposer's risk of untimely receipt by the district. The district will not be responsible for delays in delivery by UPS, FedEx, Airborne or any other carrier the vendor chooses. Faxed copies are not acceptable.

Proposal must be submitted in the format outlined in this section. Tabs must identify each section. Every proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

**DELIVERY OF PROPOSALS & OPENING OF BIDS**

Proposals must be received in the District office at 201 S. Wabena Ave., Minooka, IL 60447 by July 31, 2025 at 10:00 am where they will be read and acknowledged.. Late Bids will not be accepted and will be returned unopened.

Proposers and other interested parties are cordially invited to be present at the bid opening to be held at the time the sealed proposals are due.

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

**EVALUATION OF PROPOSALS**

The District will be solely responsible for the evaluation of all proposals. A contract will be awarded not based solely on low dollar amount, but based on best overall value of proposals and desirable features. The District reserves the right to reject any and all proposals/bids received. The District shall compare, but not be limited to cost vs. quality, delivery, service, parts, availability location and reputation. The dealer is encouraged to submit as much data as possible to assist the District in their analysis and be readily available for questioning during the analysis process.

**Completion date:** Bidders must provide and commit to their most timely delivery date.

**DURATION AND WITHDRAWAL OF BIDS**

All Proposals shall be binding for 30 calendar days following the bid opening date. A written request for the withdrawal of the proposal or any part thereof may be granted if the request is received by the district prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

### **ASSURANCES & CERTIFICATES**

All Bidders are required to submit all assurances and certificates herein contained and as required by law.

### **AUTHORITY TO ACT AS AGENT**

The Bidder shall not be held or deemed in any way to be an agent, employee, or official of the district, but rather an independent contractor furnishing services to the district. This Agreement shall not create, nor shall it be deemed to create, the relationship of employer and employee, principal and agent, partnership, or joint venture, between the District and the Bidder. Bidder has no authority whatsoever to make any representation in respect of, enter any commitment on behalf of, or incur any liability for or on behalf of, District, or to bind or purport to bind the District to any Third Party in any way whatsoever.

### **QUESTIONS REGARDING SPECIFICATIONS**

Should a Bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the District's Assistant Superintendent & General Counsel, Mr. John Troy ([jtroy@mchs.net](mailto:jtroy@mchs.net), 815-521-4294). Who will, in turn, clarify such specifications and notify other Bidders of any material change or clarification. The District shall not be held responsible for oral instruction to Bidders. It is the responsibility of the Bidder to check the district website for any addendum to the bid specifications prior to submitting a bid to be assured that the bid is complete. **No questions will be accepted 3 days prior to the bid opening.**

### **SUBLETTING CONTRACT**

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

Furthermore, the Bidder shall not allow a subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage equal to coverages required of the Bidder by the District.

### **NON-DISCRIMINATION**

No Bidder/contractor who is the recipient of the District's funds, or proposes to perform

any worker furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under. Bidder further agrees that this article will be incorporated by the Bidder into all contracts entered into with suppliers of materials or services, Bidder and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Bidder acknowledges that the District may declare any contract awarded pursuant to this bid void if this certification proves false.

### **SEXUAL HARASSMENT POLICY**

Every party to a public contract and every eligible Bidder must have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

### **COLLUSIVE BIDDING**

The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### **IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946**

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ- 1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

### **LAWS AND ORDINANCES**

Bidder and Bidder subcontractors are required to follow and adhere to all Federal and State codes including local municipal building and zoning codes.

### **TYPE/PEN WRITTEN BIDS**

All bids must be type written or written in pen, pencil written bids are not acceptable. Bids written in pencil will be rejected.

### **EXEMPTION FROM TAXES**

The District is exempt from Federal, State, and Municipal taxes. The District will furnish the successful dealer with the necessary tax exemption certificates.

### **FORCE MAJEURE**

The parties to any contract shall be excused from performance during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, or power failure or reduction, provided that: satisfactory evidence thereof is presented to the District, and provided further that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in these specifications shall be adjusted by a period of time equal to such time lost because of the stated condition.

### **SIGNATURE CONSTITUTES ACCEPTANCE**

The submittal of the proposal shall be construed as acceptance of all the provisions contained herein.

### **CHANGE IN SCOPE**

Bidder and subcontractors must receive prior written approval from District before proceeding with any work that is a change in scope and/or additional cost (a change order) to district.

### **CHOICE OF LAW AND FORUM**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent preempted by the laws of the United States. Any action or proceeding brought upon, or arising out of, this Agreement or its termination shall be brought in any court of competent jurisdiction in Grundy County, Illinois.

## **SPECIFICATIONS**

The district would like bids for a Chevy 4500 or Ford F-450 dump truck chassis or similar vehicle.

The unit must have at minimum the following:

1. 4X4
2. Dump bed with fold down sides
3. Minimum 2.5-5 yard capacity
4. Gas or Diesel
5. Regular Cab.
6. Warranty minimum 5 year/100,000 miles

The bid shall itemize the complete specifications for the dump truck being offered. Additional Options and features shall be delineated and submitted with the bid.

**Minooka Community High School District 111  
26655 W. Eames Street  
Channahon, IL 60410**

## **Assurances and Certifications**

By submission of this bid or proposal, the BIDDER certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other BIDDER or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other BIDDER, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. BIDDER has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. BIDDER is not subsidiary of a company that has been convicted of price fixing nor pleaded "nocontest" to such charges within the last five (5) years.
6. As part of its bid, the supplier/BIDDER does hereby certify that said BIDDER is not barred from bidding on the contract as a result of violation of 720ILCS 5/33E-3 or 720 ILCS 5/33-E4.
7. Certificate of compliance with Illinois drug-free workplace act (suppliers/bidder/contractors with 25 or more employees)
8. As part of its bid, the supplier/BIDDER does hereby certify pursuant to 775 ILCS 5/2-105 that[he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: \_\_\_\_\_  
Authorized Agent

**SUBSCRIBED and SWORN TO before me**

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

\_\_\_\_\_  
NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

## PROPOSAL

**Make:**\_\_\_\_\_

**Model:**\_\_\_\_\_

**V.I.N.:**\_\_\_\_\_

**MILES:**\_\_\_\_\_

**WARRANTY:**\_\_\_\_\_

**DATE AVAILABLE FOR INSPECTION/TEST DRIVE:**\_\_\_\_\_

**SPECIFICATIONS: ATTACH COMPETE SPECIFICATIONS TO BID**

**NEAREST SERVICE LOCATION ADDRESS:**\_\_\_\_\_

\_\_\_\_\_

**Proposal submitted by:**

**DEALER OR COMPANY NAME:**\_\_\_\_\_

\_\_\_\_\_

**Address**

\_\_\_\_\_

**City, State, Zip Code**

\_\_\_\_\_

**Authorized Representative**

\_\_\_\_\_

**(printed) Signature**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**Date**