

INVITATION TO BID

INVITATION TO BID #09-03

BID DESCRIPTION: Portable Toilet Rental

ISSUE DATE: Wednesday, May 13, 2009

BID OPENING DATE: Thursday, May 28, 2009

BID OPENING TIME: 10:00 AM

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE CONTRACTORS/BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped f.o.b. to the address specified herein.

All bids must be received in **DUPLICATE** in sealed envelopes.

All bids are subject to staff analysis and Board approval. The Greater Rockford Airport Authority (Authority) reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered prior to the public bid opening date and time to:

**Greater Rockford Airport Authority
60 Airport Drive
Rockford, IL 61109-2902**

Direct any and all inquiries about this bid to Amy M. Ott, Deputy Director of Finance & Administration, at 815-969-4445 or aott@flyrfd.com.

Instructions to Bidders

1.1 Bid Preparation

Bids must be submitted, in duplicate, on the blank Bid Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Bidders,” “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid.

1.2 Bid Execution

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the bid for the corporation, shall be submitted. If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Bidder is a sole proprietor, the owner shall execute the bid. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

1.3 Bid Submission

The Greater Rockford Airport Authority must receive all bids by the specified opening time of the bid. Bids arriving after the specified time will not be accepted and will be returned unopened. All bids shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of bidder and bid number. Further, the sealed envelope must be clearly marked “SEALED BID.” The Bidder shall be responsible for the delivery of the bid before the date and hour set forth for the opening of bids.

1.4 Error in Bid

Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modifications of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit price will prevail.

1.5 Variances and Deviations

Variances and deviations shall be described fully on the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Contractor shall be held liable. Contractors are cautioned to avoid making variances and deviations to the specifications, which may result in rejection of their bid.

1.6 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Invitation to Bid, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Authority reserves the right to waive any immaterial defects or irregularities in any bid. The Authority may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection. The Authority has sixty (60) days to accept the bid.

1.7 Interpretation or Correction of Bidding Documents

Bidders shall promptly notify the Authority no later than one (1) week before bid opening of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by written addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid. Oral explanations will not be binding.

1.8 Incurred Costs

The Authority will not be liable for any costs incurred by Bidders in replying to this Invitation to Bid.

1.9 No Bid Response

If your firm declines to bid on this invitation, but desires to remain on the Authority's Bidders' List for future invitations, please submit in a letter stating why you are declining to bid.

1.10 Basis of Award

It is the intent of the Authority to award a contract to the lowest responsible bidder meeting specifications. Further, the Authority reserves the right to determine the lowest responsible bidder in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

1.11 Pre-Bid Conference

If a Pre-Bid Conference is a requirement of this contract, it will be shown on the Title Page.

End of Instructions to Bidders

General Terms and Conditions

2.1 Non-Discrimination

Contractor shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Authority, the Contractor also agrees to submit in writing an affirmative action plan demonstrating compliance with equal employment opportunity laws and policies. Contractor further agrees that this clause will be incorporated by the Contractor in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

2.2 Drug-Free Workplace

The Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes. Our exempt number is E9992-3521-05.

2.4 Warranties

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Authority may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its responsibility.

The Contractor further agrees, upon written notice from the Authority, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Authority, which may be required to make good all defects in design and material under its intended use, for a period of one (1) year, with the one (1) year period commencing on the date of acceptance by the Authority. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

2.5 Indemnification

Contractor agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

General Terms and Conditions

2.6 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Contractor with any or all losses incurred. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

2.7 Royalties and Patents

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Authority harmless from loss on account thereof.

2.8 Regulatory Compliance

Contractor represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Contractor shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this bid the Contractor certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

All federal contractors and subcontractors, by signing this bid, agree to comply with the provisions of 29 CFR Part 470; the Beck notice requirement.

The Contractor certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

2.9 Discounts

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

2.10 Inspections

The Authority shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Authority. Any items rejected shall be removed from the premises of the Authority and/or replaced at the entire expense of the Contractor.

2.11 References

To allow the Authority to evaluate the experience of the Contractor, as it relates to this purchase, the Contractor must submit a minimum of three (3) references of organizations that have purchased similar items. Failure to include references may result in bid disqualification. References must be submitted on the Bid Form.

General Terms and Conditions

2.12 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

2.13 Prevailing Wage Reporting Burdens

HB 188 became PA 94-515 and requires a contractor and subcontractor working on a prevailing wage project to submit on a monthly basis a certified payroll to the public body in charge of the project. Any contractor or subcontractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor. Such payroll records are public records subject to disclosure under the Freedom of Information Act. The new administrative burdens became effective August 10, 2005.

<http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=094-0515>

End of General Terms and Conditions

Revised 9/05

Special Terms and Conditions

3.1 Pricing

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

3.2 Contract Period

Saturday, August 22, 2009 through Sunday, August 23, 2009 for the Greater Rockford Airport Authority's AirFest 2009.

3.3 Specifications

Two day rental of approximately 125 portable toilet units, 13 hand wash stations and 20 hand sanitation stations delivered on Thursday, August 20, 2009 and properly placed on Friday, August 21, 2009 before 12 noon. This approximation may be more or less depending on the need determined at show time or within a twenty-four (24) hour notification period. The unit price quoted shall remain constant regardless of the final quantity ordered and/or delivered. The units shall be a combination of female, male and unisex. There shall be a minimum of 18 handicap units. The units shall be located in scattered locations throughout the show site and in three (3) or four (4) offsite nearby locations as determined by the Authority staff. The Contractor delivery/placement crews shall work with the Authority-authorized Set-up Committee.

3.4 Servicing (cleaning) and Supplies

All servicing fees and product supplies shall be included in the unit cost.

Saturday - All units must be serviced (cleaned) after the Saturday show. Arrangements shall be made with Authority staff prior to the show for servicing the units after Saturday's performance and prior to Sunday's gate opening.

Saturday and Sunday – On a regular basis throughout each day, the successful bidder shall be responsible for making rounds and inspecting each unit for capacity and restocking each unit, including hand wash and hand sanitizing stations, for replacement supplies. This includes, but is not limited to, toilet paper, water, paper towels, liquid sanitizer, etc. Arrangements shall be made with Authority staff on or before Wednesday, August 19, 2009 for a 24 hour contact person and cell phone number for set up and to allow vehicle escort/access onto the grounds for maintenance and emergency servicing. In addition to the nightly servicing the successful bidder shall have personnel and vehicle(s) capable of emptying and restocking the units on site, or be available within a one (1) hour response time, the entire weekend each day from gate opening to gate closing.

3.5 Transportation

The successful bidder shall be responsible for transporting all units in their vehicles to the designated site(s) on the Authority's property.

3.6 Delivery Requirements

All units shall be delivered Thursday, August 20, 2009 between 12 noon and 5 PM and in place on Friday, August 21, 2009 before 12 noon. There are no vehicles allowed on the show site once the gates are open to the public. All units shall be removed on Sunday, August 23, 2009 after the close of Sunday's performance. The successful bidder shall be required to send a responsible representative to attend at least one Set-Up Committee meeting prior to the show weekend. The committee meets one day of each month at 5:30 PM at the Authority offices located at 60 Airport Drive, Rockford, IL 61109. The successful bidder will be notified of the committee meeting day when the schedule is complete.

3.7 Requirements

Preference shall be given to the bidder capable of supplying all units. However, the Authority reserves the right for multiple awards, based upon pricing and/or units available.

Special Terms and Conditions

3.8 Invoicing and Payment

The goal of the Authority is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered and/or services have been performed, approved and accepted by the Greater Rockford Airport Authority. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

3.9 Insurance

The Contractor shall maintain at all times a minimum commercial liability insurance policy in the amount of \$1,000,000.00 and must name the Greater Rockford Airport Authority as additional insured on Contractors policy. Proof of adequate insurance in the form of a Certificate of Insurance must be provided to the Authority upon contract acceptance.

End of Special Terms and Conditions

Full Name of Bidder: _____

Business Address: _____

City, State, Zip: _____

Telephone Number: _____ FAX: _____

Email: _____

Contract Person: _____

FEIN: _____

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/
Sole Proprietor a Member of the
Partnership an Officer of the
Corporation a Member of the
Joint Venture

Further, the Contractor declares that the only person or parties interested in this bid as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this bid and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. _____ and _____ issued thereto, except only to the extent that the Contractor has taken express written exception in this bid, hereto. Failure to have read all the provisions of this bid shall not be cause to alter any resulting contract or request additional compensations.

Further, 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 either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this bid document, the Contractor hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Contractor is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is _____.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this bid opening.

Further, the Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

BIDDERS COMPANY NAME: _____

Portable Toilet Rental – requirement 125 (18 s/b handicap)

Hand Washing Stations – requirement 13

Hand Sanitation Stations - requirement 20

<u>Number of available units:</u>	<u>Cost/unit</u>	<u>Total</u>
Female _____	\$ _____	\$ _____
Male _____	\$ _____	\$ _____
Unisex _____	\$ _____	\$ _____
Handicap _____	\$ _____	\$ _____
Total _____	\$ _____	\$ _____ (a)
Hand Washing Stations _____	\$ _____	\$ _____ (b)
Hand Sanitation Stations _____	\$ _____	\$ _____ (c)

Total Portable Toilet and Hand Stations \$ _____ (a+b+c)

Variances and Deviations

Variance 1: _____

Variance 2: _____

Variance 3: _____

Variance 4: _____

References

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____