

INSTRUCTIONS TO BIDDERS

For

Forklift

Bid #25-15

Issued 5/28/2025

June 6, 2025

2:00 P.M. CST

Sealed Bids are invited pursuant to specifications

BID:

Bids will be received and publicly read aloud by Rock Valley College at the place, date and time hereinafter designated. You are invited to be present if you so desire.

PLACE:

Rock Valley College
SSB Conference Room 1309
3301 N Mulford Rd
Rockford, IL 61114-5699

OPENING DATE: Friday, June 6, 2025

TIME: 2:00 P.M. Central Standard Time

Bids received after this time will not be accepted.

Bids must be in accordance with the instructions contained herein. All Submittals are to contain a total of **two (2) hard copies and one (1) digital device**. They shall be submitted on or before the specified closing time in an opaque sealed envelope addressed to:

Phillip Fanara, Manager of BusinessServices
Business Services, SSB 1214
Rock Valley College
3301 N Mulford Rd
Rockford IL 61114-5699

All envelopes should be plainly marked with the Bidder's name and address and the following notation: *Bid #25-15: Forklift*

EMAILS OR FAXES ARE NOT ACCEPTABLE

QUESTIONS: Must be submitted no later than 12:00 noon CST on Monday, June 2, 2025 via email to Phillip Fanara at P.Fanara@RockValleyCollege.edu.

STANDARD INSTRUCTIONS

1. **TAX EXEMPTION:** Rock Valley College (“RVC”) is exempt from Federal, State, and Municipal taxes and Illinois Retailers Occupational Tax.
2. **SIGNATURE AND REPRESENTATION:** The signature on Bid/Proposal documents is to be that of an authorized representative of said company. Each bidder (individually, “Contractor/Vendor/Bidder”), by making their Bid/Proposal, represents that they have read and understand the Bid/Proposal documents and that these instructions to bidders are a part of the specifications. Further, by signing the Bid/Proposal documents, each bidder acknowledges that Bids/Proposals shall include the delivery of all materials, including but not limited to, all necessary equipment, supplies, tools, accessories, transportation, insurances, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work (as defined in this Bid/RFP Package), and that Bids/Proposals 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. Further, Contractor/Vendor represents that it has reviewed the project Specifications, the project site and all other relevant information, and that the Contract Documents are complete and able to be performed without modification or alteration. BY SUBMITTING A BID/PROPOSAL, THE BIDDER REPRESENTS TO ROCK VALLEY COLLEGE THAT IT HAS CAREFULLY REVIEWED THIS BID/RFP PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.
3. **DISQUALIFICATION:** RVC’s Director of Business Services will make such investigation as is necessary to determine the ability of the Bidder to fulfill Bid/Proposal requirements. RVC reserves the right to reject any Bid/Proposal if it is determined that Contractor/Vendor is not properly qualified to carry out the obligations of the Contract, in which case Contractor/Vendor will be declared non-responsible.
4. **ALTERNATE BIDS:** An alternate bid shall not be considered unless requested by RVC. An alternate bid does not constitute a counteroffer by Bidder. An alternate bid shall not become a part of the Agreement unless approved by RVC in writing upon award of the bid.
5. **NON-CONFORMING BIDS:** Contractor/Vendor shall not make any changes to the wording of the bid documents. Any bid submittal that contains or purports to contain changes to the wording of the bid documents or qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package, shall be automatically rejected as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid and/or any alternate shall be automatically rejected as non-responsive. RVC will not allow such changes, alternates, or substitutions unless issued as part of an addendum. Should Contractor/Vendor seek to use any substitution or alternate, Contractor/Vendor shall provide the specifications for said substitution or alternate as a written question in conformance with the requirements for questions as set forth in this Bid/RFP.
6. **ACKNOWLEDGEMENT OF ADDENDA:** The signature of a company official on original Bid/Proposal document shall be construed as acknowledgement of receipt of any and all addenda pertaining to the specific Bid/Proposal. Identification by number of the addenda and date issued should be noted on all Bids/Proposal submitted. A copy of any and all Addenda must be included with the Bid/RFP packet.
 - a. ***FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON BID SUBMITTED MAY RESULT IN DISQUALIFICATION OF BID.***
 - b. ***Bidders are responsible for checking back on the Bid website for any addenda issued.***

7. **PROPRIETARY INFORMATION:** Contractor/Vendor should be aware that the contents of all submitted Bids/Proposals are subject to public review and will be subject to the *Illinois Freedom of Information Act*. All information submitted with your Bid/Proposal will be considered public information unless Contractor/Vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While RVC will endeavor to maintain all submitted information deemed proprietary within the College, it will not be liable for the release of such information, and the Contractor/Vendor hereby waives and releases any and all such claims.
8. **BLACKOUT PERIOD:** After RVC has advertised for Bids/RFPs, no Contractor/Vendor shall contact any RVC officer(s) or employee(s) involved in the solicitation process, except for interpretation of Bid/RFP specifications. No Contractor/Vendor shall visit or contact any RVC officers or employees until after the Bids/RFPs are awarded. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective Contractor/Vendor in violation of this provision may cause the disqualification of such Contractor/Vendor's submittal; RVC shall have the sole, absolute, and unilateral discretion to disqualify such Contractor/Vendor.
9. **FIRM BIDS:** All Bids/Proposals shall be considered firm for a period of ninety (90) days from the date established for the opening of Bids/Proposals, as such Bids/Proposals may not be withdrawn during that period without the consent of RVC. RVC reserves the right to accept any Bid/Proposal or to reject any and all Bids/Proposals, or parts of such Bid/Proposal, and/or to waive any informalities or irregularities in bidding.
10. **TERMINATION:** RVC may terminate this Contract at any time, in whole or in part, with or without cause, upon written notice to Contractor/Vendor. If this Contract is terminated by RVC for cause, including but not limited to Contractor/Vendor's breach of any provision of this Contract, RVC shall have no further obligation to make payments to Contractor/Vendor for work or services completed, and Contractor/Vendor shall be liable to RVC for any increase in cost incurred by RVC in completing the work or services. If this Contract is terminated by RVC for convenience, Contractor/Vendor shall be paid for work or services properly completed prior to termination but shall not be entitled to any other compensation by RVC. Regardless of whether RVC exercises its right of termination, Contractor/Vendor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.
11. **TERMINATION OF FUNDING:** RVC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Contractor/Vendor shall be paid for the reasonable services performed under this Contract up to the effective date of termination. RVC shall give notice of such termination for funding as soon as practicable after becoming aware of the failure of funding.

12. **UNDERSTANDING OF DOCUMENTS:** Each Contractor/Vendor shall carefully examine all Bid/RFP documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a Bid/Proposal. Should a Vendor/Contractor find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall at once notify RVC. If necessary, RVC shall issue a written addendum. RVC will not be responsible for any oral instructions. All inquiries shall be directed in conformance with the requirements for questions as set forth in this Bid/RFP. After Bids/Proposals are received, no allowance will be made for any oversight by Vendor/Contractor.
13. **CONTRACT:** Upon award of the Contract by RVC's Board of Trustees, Vendor/Contractor shall enter into a contract with RVC in the same form as included in the bid documents and/or incorporating all terms and conditions contained in this bid package, including but not limited to the Standard Instructions and all applicable Minimum Insurance Requirements (the "Contract").
14. **INDEMNIFICATION:** The Contractor/Vendor agrees to indemnify, hold harmless and defend RVC, the members of the Board of Trustees of RVC, its officers, employees, student teachers, and agents thereof against any and all suits, actions, legal proceedings, claims, and demands of any kind, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of RVC, employees of Contractor/Vendor or any subcontractor or any agent or Contractor/Vendor and their dependents or personal representatives), loss, cost, expense and attorneys' fees, in any manner caused by, arising from, incidental to, connected with or growing out of the subject matter of and services provided under the Contract and this Bid/RFP. However, nothing in this Contract shall require Contractor/Vendor to indemnify RVC or any other party from RVC's own negligence, and this clause shall be interpreted to be consistent with the Construction Contract Indemnification for Negligence Act. Contractor/Vendor's duty to indemnify RVC shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor/Vendor under the Illinois Workers' Compensation Act. Contractor/Vendor waives any and all rights and releases any and all claims it may have under any worker's compensation act or interpretations of the act, including, but not limited to those rights under *Kotecki v. Cyclops Welding Corporation*.
15. **DOCUMENTATION FOR VENDOR RECORD:** A current W-9 form must be returned with the bid packet. (*A blank form can be found at the IRS.Gov website.*)
16. **VENDOR/CONTRACTOR'S REPRESENTATION:** Bids/Proposals are to include the delivery of all materials, including but not limited to all necessary equipment, tools, accessories, transportation, insurance, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the project, except as may be otherwise expressly provided in the Contract Documents. By submitting a Bid/Proposal, Vendor/Contractor represents to RVC that it has carefully reviewed this bid package, and is not aware of any vague, ambiguous or inconsistent terms contained therein.

17. **EQUAL OPPORTUNITY EMPLOYMENT/BUSINESS ENTERPRISE ACT COMPLIANCE:**
RVC is an Equal Opportunity Employer. In the event of Contractor/Vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practice Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor/Vendor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation and the Contract may be terminated in whole, or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- a. It is also RVC's policy to promote the economic development of businesses owned by minorities, females and persons with disabilities by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services as provided by the *Business Enterprise for Minorities, Females and Persons with Disabilities Act*, 30 ILCS 575, (the "Act") and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities.
 - b. If Contractor/Vendor is certified with the State of Illinois as a BEP vendor, include a copy verifying such certification.
 - c. To register with the State of Illinois as an MBE/WBE/FBE/DBE, please visit this site: https://www.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx
18. **NO DELEGATION OR ASSIGNMENT:** Contractor/Vendor shall not assign any right or delegate any duty under this Contract to any third party without RVC's prior written consent which it may withhold in its sole, absolute, and unilateral discretion. Any attempted assignment or delegation without such prior written consent shall be void.

MINIMUM INSURANCE REQUIREMENTS

The undersigned Contractor/Vendor or User of Rock Valley College's Campus Facilities shall purchase and maintain the following insurance coverages with carriers with a Bests Financial Rating not less than A, XII to which Rock Valley College (RVC) has no reasonable objection.

A Contractor/Vendor or User shall furnish a certificate of insurance and the specified endorsement to RVC prior to the commencement of any work covered by this, or any resulting, contract or purchase order, as evidence that all requirements of this addendum have been complied with. The certificate and endorsement shall also contain a provision that the coverages afforded under the policies required shall not be cancelled or allowed to expire unless 60 days prior written notice has been given to RVC. Failure on the part of the Contractor/Vendor or User to maintain coverage as required shall constitute a default and entitle RVC, at its sole option, to either terminate the contract or procure replacement coverage and offset the cost against any money due the Contractor/Vendor or User.

Coverages, whether written on occurrence or claims made, shall be maintained without interruption from the date of commencement of work/event until the date of final payment and termination of any coverage to be maintained after final payment.

1. WORKERS COMPENSATION/EMPLOYERS LIABILITY:

- \$500,000 per accident
- \$500,000 disease, policy limit
- \$500,000 disease, each
- The policy will be endorsed showing a **waiver of right of recovery** form #WC000313 or equivalent in favor of **Rock Valley College**.

2. COMMERCIAL GENERAL LIABILITY:

Coverage shall include premises operations, independent contractors, contractual liability, products and completed operations including broad form property damage, covering bodily injury and property damage or limits as shown below. Products and completed operations liability shall be maintained for two years after completion of the work performed under this Contract or Purchase Order.

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.
- The policy shall also contain form #GL2503 showing the aggregate limits apply per project or GL2504 showing that the aggregate limit applies per location.

3. COMMERCIAL AUTOMOBILE LIABILITY:

Coverage shall be written to include all owned, non-owned, and hired automobiles covering bodily injury and property damage, including uninsured and underinsured motorist's coverage for limits as shown below.

- \$1,000,000 combined single limit each occurrence OR
- \$1,000,000 bodily per person, per occurrence and property damage per occurrence
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.

4. UMBRELLA LIABILITY:

The policy shall cover excess of Employers Liability, General Liability, and Automobile Liability with underlying limits as shown in items 1, 2, and 3 and shall also name Rock Valley College as an **ADDITIONAL INSURED** on a primary noncontributory basis with the following limits.

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate

Should any of the above policies be written on a claims-made basis, the policy date or retroactive date shall predate the contract. The Additional Insured provisions as contained in these paragraphs shall be maintained for a period of not less than five years after the expiration and or nonrenewal of this Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained as shown above.

**Specifications and Bid Documents
start on the following page (8)**

**Note:
Pages 8 through 13 must be included with
Vendor's proposal submission**

Specifications and Instructions For Forklift Bid 25-15

Background

Rock Valley College is a comprehensive two-year community college in Rockford, Illinois, offering more than 100 courses for transfer, career programs, and certificates. Rock Valley College is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools. Rock Valley College is also recognized by the Illinois Board of Higher Education and by the Illinois Community College Board.

Objective

Rock Valley College is accepting submittals for one (1) new Toyota 5K Solid Pneumatic Model 50-85GU25 Forklift or equivalent for use in the College's Plant, Operations, and Maintenance department.

The specifications listed in this bid are intended to be representative of materials, construction, and design/function characteristics desired by Rock Valley College.

All items shall be new and not refurbished or remanufactured. Vendor shall be required to provide all equipment with full manufacturer warranties.

Submittals are to contain detailed specification sheets, warranty information, an itemized price list, and an overall total for the bid.

The College will consider bids that offer substitute products equal to or greater than the basis of design specifications. It is the responsibility of the Vendor to fully understand the specifications set forth, to include any descriptive literature and technical specifications, and to indicate any features or options that differ from the original specifications. However, the Vendor shall adhere to the basic specification criteria as described in this bid.

Receiving Timeline

The intended timeline for this bid is to award the bid following Board approval on June 24, 2025. After sending notice of award on or around June 25, 2025, the College desires to have the forklift received by Monday, July 30, 2025. The College will consider all submittals regardless of ability to meet the desired date and requires vendors to include in their responses the anticipated date when the College will the forklift based on the above date of award.

Award of Order

This Bid will be awarded to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality, and serviceability (“Selected Bidder”). The College will accept the bid from the lowest responsible bidder which is considered to be in the best interest of the College. The College shall have the right to accept alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted or to award Alternates separately, to the Bidder providing the lowest responsible bid for the respective Alternate. All such contracts awarded to the Selected Bidder are contingent upon approval by the Board of Trustees of Rock Valley College, District No. 511.

Specifications
For
Forklift
Bid 25-15

Toyota 5K Solid Pneumatic Forklift	
Model: 50-8FGU25 (or equivalent)	
Minimum Requirements	
Mast	3 Stage mast with full free lift
Max fork height	189.0 in
Overall lowered height	84.5 in
Free lift with standard load backrest	36.4 in
Overhead guard height	83.1 in
Lifting Capacity at 24 inch load center	5,000 LBS
Lifting Capacity at 24 inch load center to 189.0 inch MFH	4,700 LBS
Tilt	6 degrees forward and 6 degrees backwards
Carriage	ITA Hook Type 40" Carriage
Forks	42 in x 5 in x 1.6 in – Class 2
Load Backrest	48 inch High Load Backrest
Attachments	Cascade 40" Integral Sideshifting Fork Positioner (Maximum 96" Forks--forks longer than 96", consult Cascade)
Travel speed	11.2 MPH
Lift speed	118 FPM
Engine	Toyota 2.2L 4Y-US Industrial LP Engine
Displacement	136 cubic in
Cylinders	4
Transmission	Automatic
Steering	Load Sensing Hydrostatic Power Steering with Tilt Steering Column
Front Tires	7.00-12-12PR (solid pneumatic wide tread)
Rear Tires	6.00-9-10PR (solid pneumatic)
Year	2024 or newer
Manufacturer Warranty	1 year basic/3 year powertrain

Bid Form

Bid 25-15 Forklift

BASE BID SHEET

Make and Model	Year	Price	Extended Total
Freight			
Total Bid			

Additional Required Information

Estimated Delivery Timeline upon receipt of PO:	
Warranty period and coverage:	

Contractor/Vendor Information <i>(Please Print)</i>	
Company Name	
Address	
City, State, Zip	
Telephone (including Area Code)	
Date	
Name	
Title	
Authorized Signature	
Contact Email	

*I have read and understand the requirements contained in the bid specifications,
and I agree to these requirements.*

CONTRACTOR/VENDOR
Authorized Representative

DATE

REFERENCES

Provide a minimum of three (3) customer references for similar projects.

Company: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Email: _____
Services Provided: _____

Company: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Email: _____
Services Provided: _____

Company: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Email: _____
Services Provided: _____

The following pages must be included with Bid submittals

- ☐ Two hard copies of entire bid submittal
- ☐ One digital device such as a USB or flash drive containing entire bid submittal
- ☐ Pages 8 through 13 which include
 - Specifications and Instructions
 - Bid Form
 - Signed Vendor Information Page
 - References
- ☐ Acknowledgement of any and all Addenda that are released pertaining to the Bid
- ☐ A signed copy of the bidder's W-9
- ☐ Warranty information and spec sheets for proposed minivan
- ☐ If applicable, documentation demonstrating BEP certification or partner certification.