

PROJECT MANUAL

FOR:

2010 Aquatic Center Shade Structure

Wheeling Park District

333 West Dundee Road
Wheeling, Illinois 60090

PH: 847/465-3333

FX: 847/537-2504

Date of Project Manual:

Wednesday, February 17, 2010

Bid Due Date:

Thursday, March 4, 2010 at 2:00 p.m.



**AQUATIC CENTER SHADE STRUCTURE
BID DOCUMENT**

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ADVERTISEMENT FOR BIDS

The Wheeling Park District will receive bids for **Shade Structure Equipment** to be used at the outdoor Aquatic Center, located at 327 W. Dundee Road in Wheeling, Illinois.

Bids are due and will be opened and read aloud on **Thursday, March 4, 2010, at 2:00 p.m.**, in the Boardroom (second floor) of the Wheeling Park District Community Recreation Center, 333 W. Dundee Road, Wheeling, IL 60090.

The scope of work is to furnish the Park District with the Shade Structure equipment, as described in the Project Manual and Construction Drawings.

The Wheeling Park District expects to enter into an agreement with the successful bidder on or about March 10, 2010, with all product to be delivered on or about April 7, 2010.

The contract documents, including plans and specifications for said equipment, may be obtained free of charge at the Wheeling Park District, 333 W. Dundee Road, Wheeling, IL 60090, Monday through Friday from 9:00 a.m. to 5:00 p.m. Telephone: 847/465-3333.

A bid bond, certified check, or cashier's check for not less than ten (10) percent of the total base bid amount will be required for each bid.

The successful bidder will also be required to enter into a legal contract with the Owner.

This project is subject to payment of the prevailing wage rates. All bidders will be required to certify that they are in compliance with laws governing bid-rigging, bid rotation, equal opportunity employment, and sexual harassment.

No bids may be withdrawn without written consent from the Owner. The Owner reserves the right to reject any and all bids, and to waive any formalities in the bidding process if, in its sole judgment, it shall deem it in the best interest of the public or the Park District to do so.

Published Wednesday, February 17, 2010, in the *Daily Herald*.

BID DOCUMENT COVER SHEET

PROPOSAL FOR: Purchase and Delivery of Aquatic Center Shade Structure

TO: Board of Park Commissioners of the Wheeling Park District

FROM: _____
(Name of Firm Submitting Bid)

The Contractor (hereinafter called "the Bidder") has read the Notice of Bidding, Bid Document Cover Sheet, Specifications, and Specific Conditions/Special Provisions prepared by the Wheeling Park District (hereinafter called "the Park District") for the product or service to be acquired or obtained, and the Bidder has made all examinations and investigations required by said documents.

It is understood: (a) that as to the contract which may be awarded upon the proposal, the Park District will obtain the services from the successful Bidder as specified; (b) that it is the intention of the Park District that a contract shall be awarded to the Bidder regarded by the Board of Park Commissioners of the Wheeling Park District as being the lowest trustworthy and responsible bid, having regard of the Bidder's fitness to meet the requirements of the Park District; provided, however, that the right to reject any or all bids is reserved by said Board of Park Commissioners, which has the obligation to award a contract in the best interests of the Wheeling Park District. The Wheeling Park District reserves the right to confirm that the firm bidding is responsible and trustworthy and the Bidder agrees to provide, upon request, reasonable background information upon which this decision can be made.

DATE: _____

SUBMITTED: _____
(Firm Name of Bidder)

AQUATIC CENTER SHADE STRUCTURE SPECIFICATIONS

Equipment is specified as Shade System (see bid purchase form) in order to designate a high level and standard of quality and capabilities that the District is seeking to purchase. Bidder may substitute an equivalent alternative.

Shade Systems Sail Shade

Part 1 – General

1.1 Related Documents

Drawings and general provisions of the Contract, including General Conditions and Division 1 Specifications Sections, apply to this section.

1.2 Summary

The shade structure contractor shall be responsible for design, engineering, fabrication and supply of the work specified herein. The intent of this specification is to have only one manufacturer be responsible for the aforementioned functions.

1.3 Submittals

1.3.1 Pre-Bid Submittals

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to International Building Code (IBC) specifications. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide information to establish desired fabric color and powder coat color.
- C. Provide proof of all quality assurance items including:
 - 1. A list of at least three (3) reference projects that have been installed at a Park District within a minimum of five (5) years.
 - 2. Proof of Liability and Umbrella Insurance.

1.3.2 Award of Contract Submittals

- A. Provide structural shop drawings.
- B. Provide fabric color and powder coat color selections for final order.

1.4 Project Conditions

- A. Field Measurements: verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures. Verify locations by field measurements prior to construction.

1.5 Warranty

- A. The successful bidder shall provide a one (1) year warranty on all labor and materials.
- B. A supplemental non-prorated warranty from the manufacturer shall be provided for a period of ten (10) years on fabric including stitching and twenty (20) years on the structural integrity of the steel, from date of substantial completion.

- C. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contractor documents.
- D. Because of surety requirements, any performance and payment bond that might be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document, and will be executed at the time of completion of the work.

Part 2 – Products

2.1 General

The shade products shall be designed and manufactured to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs. All shade products are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation. The proposed structure(s) manufactured by Shade Systems, Inc. or approved equal, shall be modular and pre-fabricated, and include the structural steel frame, fabric roof, steel cables and all fasteners.

A. Manufactured and Distributed by:

Shade Systems, Inc.

4150 SW 19th Street

Ocala, FL 34474

(800) 609-6066 Phone

(352) 237-2256 Fax

info@shadesystemsinc.com

www.shadesystemsinc.com

Represented by:

Parkreation, Inc., 27 East Palatine Road, Prospect Heights, IL 60070

847-419-7744

- B. Or approved equal. Ten (10) day prior approval required for substitution of product design, materials and features specified above. Submittals must include plans, drawings, cut sheets, material data sheets, testing results and samples. Bids failing to meet this requirement will be deemed non-responsive.
- C. Structures are engineered to meet or exceed the requirements of International Building Code (IBC), and the following standard specifications:

Wind Speed (Frame only):	150 M.P.H.
Wind Speed (Frame w/canopy):	90 M.P.H.
Live Load:	None
Snow Load:	None

Optional designs with greater wind speeds, live loads, and snow loads are available.
- D. Material: All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing,

and power-coating on steel parts, subject to the Product-Specific requirements. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.

- E. Weldments: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of the shade products.
- F. Posts, Structural Frame Tubing, and Hardware: All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. Support pipes shall be schedule 40 black steel with appropriate pre-treatment for powder-coating. All fastening hardware shall be stainless steel.
- G. Polyester Powder-coating Process: All powder-coated parts are completely cleaned and a hot zinc phosphate pretreatment with non-chromic sealer is applied. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.
- H. Standard Footings: Footings shall be designed per stringent International Building Code (IBC) for the specified structure. Columns will be provided as standard direct embedment. Other footing designs are available.
- I. Roofing: Sails are designed by Shade Systems only for use with polyethylene shade fabric. Fabric is attached to posts using the Fastening Systems below in conjunction with vinyl covered minimum ¼" diameter galvanized cables. Cable fasteners are zinc-plated copper for maximum corrosion resistance.
- J. Size & Design: The size of the structure will consist of five (5) columns and four (4) canopies to fit a 46' x 46' square design.

2.2 Fastening System

Shade Fabric shall be delivered complete with fastening system installed. Fastening System to consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate includes a stainless steel adjustment bolt which, when turned, tensions the fabric for a taut fit. Fabrics, cables, and brackets which are not pre-assembled at the factory are not acceptable. Cables which attach

to posts with u-bolts or 'S' hooks, and which do not use a stainless steel bracketing system similar to the above are not acceptable.

2.3 Fabric

A. Shade Fabric: Knitted of monofilament and tape construction high density polyethylene with Ultra Violent (U.V.) stabilizers and flame retardant. UV-Block Factor varies by standard color offered from 91% to 99%.

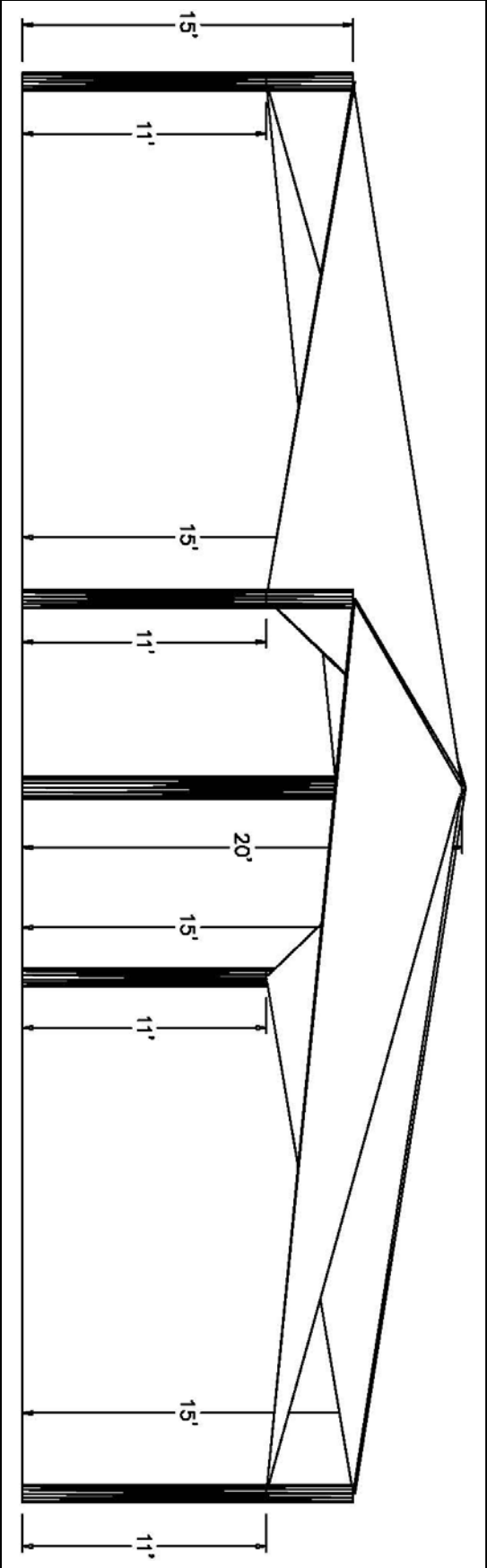
- Normal Thickness: 0.057 inches
- Fabric Mass: Min 337 g/m²
- Light Fastness: 7-8 (Blue Wool Scale)
- Weather Fastness: 4-5 (Grey Scale Test)
- Tear Resistance: Warp 210N
Weft 276N
- Breaking Force: Warp 786N
Weft 1544N
- Bursting Pressure: Mean 3125kPa
- Bursting Force: Mean 1775N

All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA™ sewing thread (GORE and TENARA are trademarks of W.L. Gore & Associates).

B. Flammibility: Shade Fabric is treated with fire retardants and passes requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Written evidence of compliance with this standard, including with accelerated water leaching protocol, must be furnished with bid proposal.

Color	Weight (g/m ²)	Shade Factor %	UVR Block %
Navy Blue	316	96	99
Forest Green	340	96	97
Aquatic Blue	348	88	94
Desert Sand	322	84	95
Rivergum Green	318	86	93
Eggshell White	342	79	95
Canary Yellow	342	77	93
Bright Red	342	81	91
Light Blue	348	95	97
Silver Grey	318	92	97

Shade Structure Design View



BIDDER'S FORM

BID FORM

Bid to: Wheeling Park District

Date: _____

Bid from (Company): _____

Address: _____ PH: _____/_____
_____ FX: _____/_____
_____ CEL: _____/_____
_____ PGR: _____/_____

The Undersigned:

1. Acknowledges receipt of:

A. Project Manual for: 2010 Aquatic Center Shade Structure

Dated: _____ Bidder's Signature: _____

B. Addenda no. _____ Dated: _____ Bidder's Signature: _____
Addenda no. _____ Dated: _____ Bidder's Signature: _____
Addenda no. _____ Dated: _____ Bidder's Signature: _____
Addenda no. _____ Dated: _____ Bidder's Signature: _____

2. Has examined all of the Contract Documents (Project Manual).

3. Agrees:

A. To hold the bid open for sixty days subsequent to the date of the bid opening.

B. To enter into and execute a Contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

- (1) Furnish all bonds and insurance required by the Contract Documents
- (2) Accomplish the Work in accordance with the Contract Documents
- (3) Complete the Work within the time requirements as set forth in the Contract Documents.

C. That the Bidder has carefully examined the Instructions to Bidders, the Drawings, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

D. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

E. Bid Guarantee: (see Instructions to Bidders).

F. Performance/Labor and Material Payment Guarantee (see Instructions to Bidders).

G. To commence work as specified in the Instructions to Bidders, and to prosecute the work 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.

H. That as General Contractor, the Bidder proposes to utilize the products and services of the following subcontractors and major suppliers for the completion of the Contract. All other subcontractors, or the substitution of any of those listed below, shall be approved by the Director of Parks and Recreation Services prior to start of their work on the project. If no subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

I. To give lump sum (ls) total item amounts for each item as described herein, and subject to the conditions as set forth in the Contract Documents.

J. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

K. Bidders must quote on all items within the proposal form. The owner reserves the right to add or deduct from the total items as the Owner's interest may be best served.

L. The Bidder agrees to perform all of the work in accordance with the Contract Documents, for the following lump sum(s):

BASE BID

NOTE: THIS IS FOR EQUIPMENT ONLY. INSTALLATION WILL BE HANDLED BY THE OWNER

2010 AQUATIC CENTER SHADE STRUCTURE - BASE BID \$ _____

FOR THE LUMP SUM OF _____ DOLLARS

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.

- The bidder hereby agrees to provide all labor, materials, tools and equipment required to complete project.
- The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Wheeling Park District for not less than ten (10%) percent of the total bid amount will be required for each bid.

Form of Bid Security _____, in the amount of \$_____ is enclosed.

BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGES AND/OR SPECIFIC ITEMS WITHIN THE BID.

Bid from:
(Company:) _____

Address: _____ PH: _____ / _____

Bidder's Signature: _____ Date: _____

End of section

BIDDER'S CERTIFICATION

Bidder certifies that no owner, shareholder, officer, director or employee of the Bidder is related by blood or marriage to any Park Commissioner, officer, or employee of the Wheeling Park District, except as listed below.

Pursuant to 720 ILCS 5/33-11m, effective January 1, 1989, the undersigned certifies that he or she is a duly authorized agent of the Bidder submitting the attached bid to the Wheeling Park District, and that said Bidder is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of said Act.

The undersigned further certifies that the bidder is in compliance with the provisions in the General Instructions to Bidders concerning Sexual Harassment and Equal Employment Opportunity.

Failure to (i) execute said certification, or (ii) to list all information requested above, or (iii) to make a truthful certification may result in disqualification of the bidder or, if the Bidder has been awarded the contract, cancellation of said contract at any time and such other and additional remedies at law and/or in equity as the Park District may have against the Bidder caused by such un-executed, incomplete or false certification.

Signed this _____ day of _____, 2010.

By: _____

(Signature of authorized agent)

(Print name of authorized agent)

(Title of authorized agent)

(Company Name)

Mailing Address: _____

Telephone Number: _____

Subscribed and sworn to before me

this _____ day of _____, 2010.

(SEAL)

(Signature of Notary Public)

SPECIFIC CONDITIONS

1. The equipment listed on the proposal forms is to be used as a general description, size and style of the particular equipment to be purchased.
2. When the specific manufacturer's product is listed on the proposal forms, it is implied that an equal product in description, size and style that is manufactured or can be manufactured by other companies may be substituted.
3. All materials specified are to be new, clean, and free from defects. Where the product, material, or equipment of a particular manufacturer is specified, it is intended that the proposal submitted by the Contractor include that particular product material or equipment.
4. If a substitute is quoted, the supplier shall note on his or her proposal form the name of the manufacturer.
5. A copy of the manufacturer's specifications must be included with the proposal forms for either listed or substituted equipment.
6. The Board of Park Commissioners of the Wheeling Park District will accept or reject bids within sixty (60) days after receipt, and reserves the right to combine, add, select, delete or separate any bids on the equipment if it is in the best interest of the public.
7. Contract awards will be made based on price, manufacturer's specifications and past performance.

SPECIAL PROVISIONS

1. Hardware: Price quotations on listed or substituted equipment must include all necessary hardware for a complete, functional unit.
2. Delivery: All prices shall be FOB Wheeling, Illinois.
3. Manuals: After the contract(s) has been awarded, the firm(s) shall provide the Wheeling Park District with two (2) sets of shop repair manuals, operational manuals, and parts manuals.
4. Payment: Payment shall be made within sixty (60) days after delivery and acceptance of all equipment.

GENERAL INSTRUCTIONS TO BIDDERS

1. **Specifications:** Specifications are included within the bid package. Bidders must indicate any differences from the specifications in their bid proposal. It is the responsibility of the bidder to fully understand the specifications set forth. Include any descriptive literature and indicate any options that differ from the original specifications which should be considered.
2. **Proposal:** All prices and notations must be in ink or typewritten. Mistakes may be crossed out, with corrections typed adjacent, and all corrections must be initialed in ink by the person signing the proposal. The proposal must be signed by an authorized officer or individual.
3. **Reservations:** The Board of Park Commissioners reserves the right to reject any or all bids or parts of bids when, in the Wheeling Park District's reasoned judgment, the public interest will be served thereby.

The Board of Park Commissioners may waive formalities or technicalities in bids as the interest of the Wheeling Park District may require.

- a) The Wheeling Park District reserves the right to increase or decrease the quantities to be purchased at the unit prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
 - b) The Wheeling Park District reserves the right to award contracts or place orders on a lump sum or individual group basis, or such combination as shall, in the Wheeling Park District's judgment, be in the best interest of the Wheeling Park District.
 - c) The Wheeling Park District may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased.
4. **Submission:** Sealed bids will be received by the Wheeling Park District at 333 W. Dundee Road, Wheeling, IL 60090 until 10:00 a.m., local time, on the date of the bid opening, at which time they will be opened and publicly read. Bids must be delivered by the opening time of the bid. They should be in a sealed envelope marked "Sealed Bid" and the "material or service being proposed" indicated on the outside of the envelope. The date of the bid opening as per the "Notice to Bidders" should also be indicated. Bids will be accepted at the location of the bid opening prior to the opening of the first bid. Bids arriving AFTER THE OPENING OF THE FIRST BID WILL NOT BE ACCEPTED. It is the responsibility of the bidder to ensure that the bid has been received by the Wheeling Park District prior to the time specified in the "Notice to Bidders." The Wheeling Park District will not be responsible for undelivered mail or any other failure of any bidder or agency to deliver the bid proposal on time.
 5. **Standards:** Unless otherwise directed by the specifications, all materials, equipment, and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws, including OSHA, are being complied with in connection with this proposal and any resultant contract or purchase by the Wheeling Park District.

6. **Withdrawal of Proposal:** Bidder may withdraw or cancel a proposal at any time prior to the bid opening time. After the bid opening time, a bidder cannot withdraw or cancel the bid for a period of thirty (30) calendar days after the bid opening date.
7. **Conditions:** Bidders must be familiar with all conditions, instructions and specifications governing this bid. It is the bidder's responsibility to visit a site if necessary and any bid is considered to be based upon the knowledge of all information readily available at the site. Once the bid proposals have been opened, the failure to have read and understood all the conditions, specifications and instructions shall not be cause to alter the original proposal or for the vendor to request additional compensation.
8. **Interpretation:** Any bidder who finds, in the bidder's opinion, a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or believes that the specifications are discriminatory, shall notify the Director of Parks and Recreation Services in writing not later than 5 days prior to the scheduled opening of bids. Exceptions taken do not obligate the Wheeling Park District to change the specifications. The Director of Parks and Recreation Services will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions. The Wheeling Park District will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to, and will be issued by, the Director of Parks and Recreation Services. Bidders will acknowledge receipt of any addendum issued by returning the addendum(s) with the proposal and so noting on the bid sheet. Oral explanations are not binding.
9. **Quotations:** Unless clearly shown on the bid the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly. Prices bid must include all applicable costs to the Wheeling Park District, including shipping costs to any point in Wheeling.

The Wheeling Park District is exempt from paying Illinois Sales Tax and Federal Excise Taxes. Prices submitted shall not include any of these taxes. The Director of Parks and Recreation Services, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.

10. **Competition:** To better ensure fair competition and to permit determination of the lowest bidder:
 - a) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item, unless otherwise stated in the specifications or proposal.
 - b) A bidder may offer only one price on each item, though they may have two or more types that meet specifications. Bidders must determine for themselves which to offer. Submission by a single bidder of more than one price for a single item shall be sufficient cause for rejection of all prices for that item by the bidder.

- c) Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.
- d) All bids must be accompanied by descriptive literature as may be called for by the specifications or proposal.
- e) Specifications provided are based on Wheeling Park District needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Wheeling Park District requirements and shall be consistent with Wheeling Park District policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

11. Patents: The bidder shall defend any suit or proceeding brought against the Wheeling Park District based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the bidder's expense) for the defense of same, and the bidder shall pay all damages and costs awarded therein against the Wheeling Park District. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the bidder shall, at its own expense, either procure for the Wheeling Park District the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.

Bidder agrees to indemnify, defend and hold the Wheeling Park District harmless from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract.

12. M.S.D.S.: Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal Requirements, if applicable.

13. Subletting: A successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the Wheeling Park District, except as may be noted on the bid proposal. Such consent shall not relieve the bidder from obligation nor change the terms of the contract.

14. Material Inspection: Authorized agents of the Wheeling Park District shall have the right to inspect any material to be used in carrying out the proposal. The Wheeling Park District does not assume any responsibility for the availability of any other materials and equipment required. The contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this proposal until final acceptance by the Wheeling Park District. Materials, components or completed work not complying therewith may be rejected by the Wheeling Park District and shall be replaced by the contractor at no expense to the Wheeling Park District. Any material or component rejected shall be removed from the premises of the Wheeling Park District at the entire expense of the contractor, after written notice by the Wheeling Park District to contractor that such materials or components have been rejected.

15. Warranty and Guarantee: Bidders shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of the contract where such specifications meet the minimum Wheeling

Park District specifications. All warranties and guarantees normally provided for this type of bid will be provided to the Wheeling Park District.

16. Catalogues or Literature: Each bidder shall submit all necessary catalogues, descriptive literature, and other documentation needed to fully describe the material or work proposed to be furnished.

17. Delivery: Bidders shall state the delivery date for commodities in terms of calendar days after notification of the award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award, as well as estimated date of the start of work. Materials being shipped to the Wheeling Park District must be shipped F.O.B. freight prepaid, designated location, Wheeling, Illinois. If delivery is being made by truck, arrangements for the Wheeling Park District's receipt for the material should be made in advance. No truck deliveries will be accepted before 9:00 a.m. or after 4:00 p.m. on weekdays or all day on Saturdays, Sundays or Holidays unless specific permission has been received from the responsible Wheeling Park District official.

Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.

The Wheeling Park District reserves the right to charge the contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Wheeling Park District and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the contractor or vendor.

18. Protest of Award: Any person who has an objection to the awarding of a solicitation by the Wheeling Park District, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Director of Parks and Recreation Services, and Executive Director prior to award by the Board of Park Commissioners. A protest lodged after award by the Wheeling Park District Board will not be considered.

19. Discounts: Cash discounts will be considered in evaluation of the bids. Bidders providing cash discount shall indicate terms; e.g., 1%-10 days, net 30 days, or 2%-10 days, net 60 days. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Wheeling Park District, whichever is later.

20. Acceptance: After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Wheeling Park District, this instruction to bidders, including the specifications, will constitute part of the legal contract between the Wheeling Park District and the successful bidder.

21. Materials and Equipment: Except where the specifications indicate otherwise, the Wheeling Park District is not responsible to provide any tools, equipment or storage to the contractor in order to permit him/her to complete any contractual obligation under any contract which may be awarded as the result of the bid.

22. Exceptions: Any bidder's exceptions to the terms or conditions, or deviations from the written specifications, must be in writing and attached to the bid form. No verbal exceptions

or alleged agreements with employees of the Wheeling Park District will be considered legal or binding. Any bidder's exceptions or deviations may be cause for rejection of the bid proposal. The submission of a bid shall be considered an agreement to all the terms, conditions and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.

- 23. Required Insurance:** Contractor shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Wheeling Park District will accept companies with a rating of A- or better and shall have a financial size category of VII or better.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:

Worker's Compensation	Minimum
Employer's Liability	
a) Each Accident:	\$1,000,000
b) Disease – policy limit	\$1,000,000
c) Disease – each employee	\$1,000,000

COMPREHENSIVE GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

The Wheeling Park District is named an additional insured on General Liability policy. The Wheeling Park District may accept a separate owner's protective liability policy, provided all coverage, limits and endorsements are in conformity with this section. The Wheeling Park District is a Named Insured on OCP policy.

COMMERCIAL AUTOMOBILE LIABILITY:

The policy shall cover all owned, non-owned and hired vehicles.

Combined Single Limit	\$1,000,000
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Contractor agrees that with respect to above insurance, the Wheeling Park District shall:

- a) Be provided with thirty (30) days written notice of cancellation or material change.
- b) Be provided with Certificates of Insurance evidencing the above-required insurance prior to commencement of this contract, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Director of Finance, Wheeling Park District, 333 W. Dundee Road, Wheeling, IL 60090.

- 24. Indemnity:** If a contract is awarded, the successful bidder will be required to indemnify and hold the Wheeling Park District harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of, or attributable to, the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Wheeling Park District; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

25. Collusion: In submitting a proposal, the bidder certifies to the Wheeling Park District that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, Wheeling Park District employee or any other person, to fix the bid price submitted by the bidder or any other bidder, and agrees to indemnify the Wheeling Park District for any losses sustained by it due to illegal actions of the bidder. (State of Illinois Criminal Code of 1961, Section 33E-3 or 33E0-4 as amended.)

26. Termination for Default: When the contractor has not performed, or has unsatisfactorily performed, the contract, the Wheeling Park District may terminate the contract for default. The Wheeling Park District may terminate a contract by providing written notice of default to the contractor if:

- a) The contractor fails to make delivery of the materials or perform the services within the time specified in the contract;
- b) The contractor fails to make progress so as to endanger performance of the contract; or,
- c) The contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or performance bond as is required.

In case of default by the contractor, the Wheeling Park District may procure supplies or services similar from other sources and may deduct from unpaid balance due the contractor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Wheeling Park District shall be considered the prevailing market price at the time such purchase is made.

27. Termination for Convenience: The Wheeling Park District may terminate a contract, in whole or in part, whenever the Wheeling Park District determines that such termination is in the best interest of the Wheeling Park District, without showing cause, upon giving written notice to the contractor. The Wheeling Park District shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount which exceeds the price bid for the work performed. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

28. Other Requirements: The bidder certifies that any equipment to be furnished shall be new, current model, standard production, and fully operable unless otherwise indicated on the bid form. Operating and maintenance manuals will be furnished at no cost.

29. Additional: The bidder or manufacturer may be required to clarify the bid or acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal either before or after the bid opening but prior to the award of the contract.

- 30. Public Advertising:** The successful bidder is specifically denied the right of use in any form or medium the name of the Wheeling Park District for public advertising unless the Wheeling Park District grants express permission.
- 31. Trade-In:** (If applicable) Trade-in vehicles or equipment shall be inspected prior to the bid opening. The Wheeling Park District is not responsible for any assumptions made by the bidder in evaluating the trade-ins, but is responsible for any material change in the condition from when inspected until actually traded-in.
- 32. Fair Employment Practices:** The bidder, in the submission of a proposal, assures the Wheeling Park District that he/she is an "Equal Opportunity Employer," as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375, which are incorporated herein by reference, and as such, will not discriminate against any person by reason of race, creed, color, religion, age, sex, or physical and mental handicaps with respect to the hiring, application for employment, tenure, terms or condition of employment of any person.
- 33. Illinois Drug Free Workplace Act:** In submission of any proposal, the contractor acknowledges and warrants that the contractor's workplace notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace (30ILCS 580/1 et seq.).
- 34. The Americans with Disabilities Act:** In submission of any proposal, the bidder acknowledges and warrants that the work or service shall be designed in full compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and with applicable regulations and accessibility guidelines thereunder. In addition, the bidder acknowledges the Environmental Barriers Act (IL Rev Stat Ch 111 1/2, par. 3711 et seq.) and its regulations in the Illinois Accessibility Code (71 IL Admin. Code S400.110 et seq.) that all products, services and programs conform to, and be delivered in a manner consistent with the Americans with Disabilities Act. As a condition of receiving a contract with the Wheeling Park District, the vendor certifies that services, programs, and activities provided under said contract are and will continue to be in compliance with the ADA. Further, the vendor agrees to indemnify the Wheeling Park District against any and all claims and the costs of legal defense resulting from the vendor's failure to be in compliance with the ADA.
- 35. Taxes:** The Wheeling Park District is a tax-exempt entity. If requested, the Wheeling Park District will submit its tax-exempt number to material suppliers.
- 36. Contractor's Certification:** Each bidder must certify that he/she is not barred from bidding on this public contract as a result of violation of Section 33E-3 or 33E-4 (bid-rigging or bid rotation) with the attached form. The form must be completed, signed and returned with the bid.
- 37. Prevailing Wages:** Bidders and contractors shall comply with the law as enacted by the State of Illinois, being 820 ILS 130/0.01 et seq. in which the State has enacted an act regulating wages of laborers, mechanics and other workmen employed in public work by the State, County, City or any public body or political subdivision or by anyone under contract for public work. If applicable, a Contractor's Certification has been provided with this document. The form must be completed, signed and returned with the bid.

38. Sexual Harassment: The undersigned certifies that as part of the Bidder's bid proposal on the above-referenced Contract, that the Bidder has enacted, and has in full force and effect, a written sexual harassment policy in accordance with the Illinois Human Rights Act ("Act") (775 ILCS 5/1-101 *et seq.*), including at least the following:

1. A statement on the illegality of sexual harassment;
2. The definition of sexual harassment under Illinois law;
3. A description of sexual harassment utilizing examples;
4. An internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Illinois Dept. of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. Direction on how to contact the Department and the Commission; and
7. Protection against retaliation as provided by section 6-101 of the Act

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of this Contract.

39. Equal Employment Opportunity: The undersigned certifies that for the entire duration of the work, the Contractor shall conform to all federal and state laws on equal opportunity and fair employment, and to all rules and regulations now or hereafter issued pursuant thereto, including, but not limited to, the Illinois Human Rights Act (Illinois Revised Statutes Chapter 68, par. 1-101 *et seq.*), and an act to prohibit discrimination, etc. (Illinois Revised Statutes Chapter 29, par. 17-24).

CLEAN AIR ACT: All successful bidders must comply with the provisions, applicable standards, orders or regulations pursuant to the Clean Air Act of 1970.

COPELAND "ANTI-KICK BACK" ACT: All successful bidders must comply with the Copeland "Anti-kick back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3).

40. The Bidder: States the total quote is the gross total cost to the Park District for services and products provided.

41. Guarantee of Price: Sixty (60) days from the date of bid proposed, if accepted.

42. At Time of Delivery: The following procedure must be adhered to.

1. Delivery will be made during any regular workday, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. at 333 W. Dundee Road, Wheeling, Illinois 60090.
2. Deliveries made either before or after the times and days listed above will not be accepted. Deliveries shall be made in exact compliance with specifications.

The bidder agrees that if awarded the contract, he or she will begin work, or make delivery of the product within thirty (30) days after the Wheeling Park District has approved the bid proposal.

43. Equal Employment Clause: In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor 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 corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

During the performance of this contract, the contractor agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
- b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- g) That it will include verbatim or by reference the provisions of paragraphs a through g of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also so include the provision of paragraphs a, e, f, and in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices

Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.