



**BID DOCUMENTS**

**For**

**2013 T-SHIRTS**

**LISLE, ILLINOIS**

**BIDS DUE: TUESDAY, MARCH 19, 2013, 10:00 A.M.**

**SUBMITTED BY:**

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**Contractor Name**

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**Address**

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**City, State, Zip**

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**Phone**

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**Fax**



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## **1. INVITATION TO BID**

Notice is hereby given that the Lisle Park District will be receiving sealed bids for T-Shirts.

Specifications are available electronically by contacting the Lisle Park District's Recreation Center, 1925 Ohio Street, Lisle, Illinois 60532 between the hours of 8:30 a.m. and 7:00 p.m. Monday through Friday.

Sealed bids will be accepted at said address until 10:00 a.m., Tuesday, March 19, 2013 at which time they will be publicly opened and read. Bids received after that time will be rejected.

The Lisle Park District reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. The Contract will be awarded to the lowest most responsible and responsive Bidder, as determined by the Park District. In considering the Bidder's responsibility, the Park District may evaluate, among other factors, the ability of the Bidder to provide resources to timely and properly complete the services, the financial capability of the Bidder and the performance of the Bidder on other projects of similar size and scope.

The successful Bidder will be required to comply with all federal, state, and local laws, including but not limited to those pertaining to equal employment.



## 2. INSTRUCTIONS TO BIDDERS

### A. Preparation and Submission of Bid Proposals

Each bid must be placed in an opaque-sealed envelope clearly marked "Lisle Park District, T-Shirt Bid DO NOT OPEN", and addressed to the Lisle Park District, 1925 Ohio Street, Lisle, Illinois 60532. Attention: Mike Toohey, Superintendent of Recreation. Bids will be opened at 10:00 a.m., Tuesday, March 19, 2013 at said address. Bids arriving after the specified time will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of providing the Goods in accordance with the Bid Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the performance of the services. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Should a Bidder find any discrepancies in or omission from, any of the Bid Documents, or be in doubt as to the meaning or require any clarification, he shall advise the Owner, who will issue necessary clarifications to all prospective Bidders by means of Addenda or revision to the Specifications, as may be appropriate. No request for clarification will be answered if received within five (5) days prior of the date on which the bids will be received.

Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after it has been opened.

The Contractor who is awarded the Contract will provide the Goods in accordance with all Drawings, if any, and sections of the Specifications provided herein.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings, if any, and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

The Bidder to whom the project is awarded is required to enter into a contract with the Park District in the same form as the Sample Contract contained in these Bid Documents.

Attached to the Contractor Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form



provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

### **B. Examination of Site, Drawings, Specifications**

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and Specifications of the Goods to be furnished. The failure or omission of any Bidder to receive or examine any form, or instrument shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees and warrants that he has examined the Specifications and Drawings, if any, and where the Specifications require in any part of the services, that a given result be produced, that the Specifications are adequate and the required result can be produced under the Specifications. Once the award has been made, failure to have read all the conditions, instructions and Specifications shall not be cause to alter the original contract or to request additional compensation.

### **C. References**

No bid will be considered from any Bidder unless he is known to be skilled and regularly engaged in providing the Goods and services as described in the Bid Documents and is able financially and otherwise to provide the Goods and services consistent with the contract the Contractor enters into. All bids must be accompanied by a list of at least three (3) commercial or municipal clients for which the Bidder has provided such Goods and services as described in the Bid Documents within the past two (2) years that would assist the Park District in determining the scope or extent of the Goods and services that the Bidder is capable of providing. Said references must include the client's name, address, telephone number, and the name of a contact person. Each Bidder must also include a list of any lawsuits or arbitration cases filed against it within the last five (5) years. The Park District may also request such other information as will satisfy it that the Bidder is able, financially and otherwise to deliver the Goods and services pursuant to the Bid Documents

### **D. Acceptance or Rejection of Bids**

Bidder shall keep its bid open for at least one-hundred twenty (120) days after submission. The Park District shall, at its sole discretion, accept the bid of the lowest responsive and responsible Bidder on the basis of the bid that is in the best interest of the Park District to accept.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of all bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or



other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Goods specified in the Bid Documents. The Lisle Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions.

#### **E. Surety**

All bids must be accompanied by a bid bond or bank cashier's check payable to the Lisle Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

#### **F. Withdrawal of Bid**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful Bidder shall not withdraw or cancel its bid after having been notified by the Park District that said bid has been accepted by the Park District.

#### **G. Acceptance and Contract**

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The Bidder to whom the project is awarded is required to enter into a contract with the Lisle Park District in the same form as the Sample Contract contained in these Bid Documents. The acceptance of a bid by the Park District shall bind the successful Bidder to execute the Contract. The Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents, if any. The rights and obligations of the parties provided for in the Contract shall become effective only with formal execution of the Contract by the Park District.

The Invitation to Bid, General Conditions, Drawings, if any, Specifications, Contractor Bid Form, Addenda, if any, Affidavit Regarding Business Status, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents and proof of insurance comprise the Contract Documents.

#### **H. Interpretation of the Contract Documents**

Bidders shall notify the Park District promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents. Requests for interpretation, correction, or clarification shall be made by contacting Mike Toohey at 630-353-4305 or email at [mtoohey@lisleparkdistrict.org](mailto:mtoohey@lisleparkdistrict.org). Questions regarding these Bid Documents must be submitted in writing to the Park District either by mail, to the above address, by facsimile at 630-964-7448 or email at [mtoohey@lisleparkdistrict.org](mailto:mtoohey@lisleparkdistrict.org) and shall be submitted at least five (5) working days before the bid submission deadline. Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the



questions or comments. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

**I. Addenda**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all sub-contractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

**J. Substitutions During Bidding**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to comply with all other requirements of the Contract Documents.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.



### 3. GENERAL CONDITIONS

#### A. Terms

For purposes of these General Conditions, the following defined terms shall apply:

1. The term "Goods" shall mean the goods, and any incidental services thereto, to be provided by Contractor in compliance with the Bid Documents.
2. The terms "successful Bidder," "supplier," "Vendor," and "Contractor" may be used interchangeably and shall refer exclusively to the person, company, or corporation with which the Park District enters into a contract as a result of this invitation to bid.
3. The term "Owner" or "Park District" shall mean the Lisle Park District.
4. The term "Specifications" shall mean that portion of the Bid Documents consisting of the written requirements for the Goods, standards and workmanship, and performance of related services.

#### B. Delivery of Goods

The Contractor shall deliver the Goods by the dates set forth in the Specifications. Failure of the Contractor to deliver the Goods in accordance with the Specifications shall constitute a breach of the Contract. Goods shall be delivered through a carrier chosen by Vendor, the costs of which shall be F.O.B. Lisle, Illinois.

#### C. Invoicing and Payment

The Contractor shall issue an invoice after delivery and acceptance of the Goods by the Park District. Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* The method of payment by the Park District is through the issuance of an Accounts Payable Check.

Invoices shall be typed and sent to the Park District containing the following information:

1. The name, address and phone number of the Contractor;
2. Any payment discount terms offered;
3. Invoice number (payment will not be made from a statement);
4. An itemization of all labor and materials provided.
5. Completed W-9 form.

No restocking fee or similar fee shall be charged to the Park District.

#### D. Compliance with Applicable Laws

Contractor shall comply with all Federal, State, County, and local laws, codes, rules, and regulations in performance of the services pursuant to the Contract Documents, including those pertaining to equal employment. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. The Contractor shall, at its sole cost and obligation, be responsible for obtaining all licenses and permits required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if the Park District becomes aware of a violation of any laws on the part of the



Contractor.

### **E. Warranty/Guarantee**

The Contractor warrants to the Park District that the Goods, and all associated labor and materials, furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the Goods will be free from defects not inherent in the quality required or permitted, and that the Goods will conform to the requirements of the Specifications. Goods not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

All Goods provided under this bid and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of twelve (12) months after delivery and acceptance of the Goods by the Park District, unless a longer period is provided by law. Any such defects must be corrected, either through repair or replacement, at the expense of the Contractor. Contractor must provide the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Contractor will assign all manufacturers' warranties to the Park District.

### **F. Insurance Requirements**

Contractor shall obtain insurance of the types and in the amounts listed below.

#### **1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, officers, employees and agents shall be included as additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's performance of the services.



## **2. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

## **3. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

## **4. General Insurance Provisions**

### **a. Evidence of Insurance**

Prior to commencing any services, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in suspension of the services or termination of the Contract at Owner's option and in such event Contractor shall be solely liable for all damages and costs resulting therefrom, and shall not be entitled to any compensation from Owner associated therewith.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

### **b. Acceptability of Insurers**



For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**c. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**a. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**e. Subcontractors**

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

**5. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



#### 4. PROJECT SPECIFICATIONS

##### A. General

The scope of work includes providing approximately twenty (20) different screens on short sleeve t-shirts, long sleeve t-shirts, polo shirts, sweat shirts, sweat pants and visors. The following quantities, where provided, are approximates only. The Park District reserves the right to alter the Proposal by changing colors, adding to or deducting from the original quantities as submitted in the Proposal or making changes to printing specifications including but not limited to print side and number of prints or design, without incurring additional fees and without invalidating the Contract. All artwork and logos will be supplied by the Park District to the winning bidder, is the property of the Park District and will be returned when orders are delivered.

All shirts shall include the production and screened or embroidered application of a logo and/or letters located in one or more of the following locations at the approximate dimensions:

- Left chest logo, approximately 3" X 3"
- Full front logo, approximately 10" X 10"
- Full back logo, approximately 10" X 10"
- Back letters (i.e. "STAFF"), approximately 2 ½" H
- Left hip logo, approximately 5" X 5"

All logos and lettering shall be screened and in one color that is a contrasting color to the T-shirt (i.e. light ink on dark shirts/dark ink on light shirts) unless otherwise noted in the specifications. The Contractor shall verify and receive approval from the Park District for all screens/embroideries prior to the printing of bid items.

Sizes sought are specified as follows:

Youth Small (6-8)	Adult Large (42-44)
Youth Medium (10-12)	Adult X-Large (46-48)
Youth Large (14-16)	Adult XX-Large (50-52)
Adult Small (34-36)	Adult XXX-Large (54-56)
Adult Medium (38-40)	

Vendor shall provide colors that have been indicated next to each program description. Alternate colors must be submitted for approval by the Park District.

All bids shall include one (1) sample of the 50/50 cotton T-shirt with a screened and embroidered logo. Samples will be returned following the awarding of the bid.

Prices quoted must include delivery. Deliveries must be received by the dates called for in the Specifications. All Deliveries are to be made between the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday to the following address:

Lisle Park District Recreation Center  
1925 Ohio St.  
Lisle, IL 60532.



Items shall be boxed and shipped according to each program. NO COMBINING PROGRAMS IN ONE BOX. The outside of each box shall be labeled with the number and the name of the program (i.e., "#18 Before and After School Sweatshirts".)

In the event that any additional reorders need to be placed during the 2013 calendar year, supplier will maintain bid specifications and price. All reorders must be delivered within 30 days of order placement.

Any questions concerning these specifications should be directed to:

Mike Toohey, Superintendent of Recreation  
Lisle Park District  
1925 Ohio St.  
Lisle, IL 60532  
(630) 353-4305  
[mtoohey@lisleparkdistrict.org](mailto:mtoohey@lisleparkdistrict.org)



**B. Detailed Specifications and Worksheet**

**1. Sea Lion Aquatic Park Lifeguard Tank Tops:** Color: White

- o Front left chest *Lifeguard* logo
- o Full back *Lifeguard* logo

\* Anvil 09820 Tank Top 50/50  
Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Total</u>
Adult Small (34-36)	<u>58</u>	_____	_____
Adult Medium (38-40)	<u>56</u>	_____	_____
Adult Large (42-44)	<u>16</u>	_____	_____
Adult X-Large (46-48)	<u>10</u>	_____	_____
<b>TOTAL</b>	<u>140</u>		<b>TOTAL PRICE:</b> _____

**2. Sea Lion Aquatic Park Guest Service Tank Tops:** Color: Red

- o Front left chest *Guest Service* logo
- o Full back *Guest Service* logo

\* Anvil Tank Top 50/50  
Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>20</u>	_____	_____
Adult Medium (38-40)	<u>16</u>	_____	_____
Adult Large (42-44)	<u>10</u>	_____	_____
Adult X-Large (46-48)	<u>4</u>	_____	_____
<b>TOTAL</b>	<u>50</u>		<b>TOTAL PRICE:</b> _____

**3. Sea Lion Aquatic Park Lifeguard Long Sleeve T-Shirts:** Color: White

- o Front left chest *Lifeguard* logo
- o Full back *Lifeguard* logo

\* Gildan Long Sleeve 50/50  
Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>30</u>	_____	_____
Adult Medium (38-40)	<u>30</u>	_____	_____
Adult Large (42-44)	<u>10</u>	_____	_____
Adult X-Large (46-48)	<u>6</u>	_____	_____
<b>TOTAL</b>	<u>76</u>		<b>TOTAL PRICE:</b> _____



**4. Sea Lion Aquatic Park Guest Service Long Sleeve T-Shirts:** Color: Red

- o Front left chest *Guest Service* logo
- o Full back *Guest Service* logo

\* Gildan Long Sleeve 50/50  
Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>12</u>	_____	_____
Adult Medium (38-40)	<u>10</u>	_____	_____
Adult Large (42-44)	<u>6</u>	_____	_____
Adult X-Large (46-48)	<u>2</u>	_____	_____
<b>TOTAL</b>	<u>30</u>		<b>TOTAL PRICE:</b> _____

**5. Sea Lion Aquatic Park Staff Short Sleeve T-shirts:** Color: Black

- o Front left chest *Sea Lion Aquatic Park* logo
- o "STAFF" letters on back

\* Gildan 50/50  
Deliver by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>20</u>	_____	_____
Adult Medium (38-40)	<u>15</u>	_____	_____
Adult Large (42-44)	<u>15</u>	_____	_____
Adult X-Large (46-48)	<u>4</u>	_____	_____
<b>TOTAL</b>	<u>54</u>		<b>TOTAL PRICE:</b> _____

**6. Sea Lion Aquatic Park Manager Polo Shirts** Color: Pure Gold

- o Font left chest *Sea Lion Aquatic Park* **embroidered logo**

\* Outer Banks Cool Dri Polo #10870 (Ladies)  
Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>6</u>	_____	_____
Adult Medium (38-40)	<u>2</u>	_____	_____
<b>TOTAL</b>	<u>8</u>		<b>TOTAL PRICE</b> _____

**7. Sea Lion Aquatic Park Swim Team & Admission Polo Shirts** Color: White

- o Front left chest *Sea Lion Aquatic Park* **embroidered logo**

\* Outer Banks Cool Dri Polo (#10870 Ladies, #10770 Mens)  
Delivery by May 1, 2013



<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>12 L</u>	_____	_____
Adult Medium (38-40)	<u>4 L</u>	_____	_____
Adult Large (42-44)	<u>4 L + 1 M</u>	_____	_____
TOTAL	<u>21</u>	TOTAL PRICE	_____

**8. Sea Lion Aquatic Park Swim Team & Admission Polo Shirts** Color: Navy  
 o Front left chest *Sea Lion Aquatic Park* **embroidered logo**

\* Outer Banks Cool Dri Polo (#10870 Ladies, #10770 Mens)  
 Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>3 L</u>	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	<u>1 M</u>	_____	_____
TOTAL	<u>4</u>	TOTAL PRICE	_____

**9. Sea Lion Aquatic Park Swim Team & Admission Polo Shirts** Color: Spring Green  
 o Front left chest *Sea Lion Aquatic Park* **embroidered logo**

\* Outer Banks Cool Dri Polo #10870 (Ladies)  
 Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>6</u>	_____	_____
Adult Medium (38-40)	<u>2</u>	_____	_____
TOTAL	<u>8</u>	TOTAL PRICE	_____

**10. Sea Lion Aquatic Park Swim Team & Admission Polo Shirts** Color: Aquatic Blue  
 o Front left chest *Sea Lion Aquatic Park* **embroidered logo**

\* Outer Banks Cool Dri Polo #10870 (Ladies)  
 Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>8</u>	_____	_____
Adult Medium (38-40)	<u>4</u>	_____	_____
Adult Large (42-44)	<u>2</u>	_____	_____
TOTAL	<u>14</u>	TOTAL PRICE	_____



**11. Sea Lion Aquatic Park Blank Sandwich Visors #29595** Color: Below

- o No logo

Delivery by May 1, 2013

<u>Color</u>	<u>Quantity</u>	<u>Price Per Visor</u>	<u>Totals</u>
Royal	<u>40</u>	_____	_____
Red	<u>15</u>	_____	_____
White	<u>30</u>	_____	_____
TOTAL	<u>85</u>		TOTAL PRICE _____

**12. Sea Lion Aquatic Park Sweatpants** Color: Black

- o Left hip *Sammy the Sea Lion* logo

8 oz. 50/50 open bottom sweatpants

Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Pant</u>	<u>Totals</u>
Adult Medium	<u>50</u>	_____	_____
Adult Large	<u>40</u>	_____	_____
Adult X-Large	<u>10</u>	_____	_____
TOTAL	<u>100</u>		TOTAL PRICE _____

**13. Sea Lion Aquatic Park Sweatshirts** Color: charcoal

- o Front left chest *Sammy the Sea Lion* logo
- o Position title letters on back (title TBD)

\* 7.75oz. 50/50 Heavy Blend Gildan hooded sweatshirt

Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	<u>15</u>	_____	_____
Adult Medium (38-40)	<u>20</u>	_____	_____
Adult Large (42-44)	<u>20</u>	_____	_____
Adult X-Large (46-48)	<u>15</u>	_____	_____
TOTAL	<u>70</u>		TOTAL PRICE _____

**14. Sea Lion Aquatic Park Fleece** Color: charcoal

- o Front left chest *Sammy the Sea Lion* logo

\* J America 9 oz. 80/20 Heavyweight ¼ zip fleece

Delivery by May 1

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>



Adult Small (34-36)	<u>15</u>	_____	_____
Adult Medium (38-40)	<u>15</u>	_____	_____
TOTAL	<u>30</u>		TOTAL PRICE _____

**15. Community Park Fitness Track Jacket** Color: black  
 o Front left chest *Community Park Fitness* **3-color embroidered logo**

\*J America 6.2 oz. 100% Polyester Full Zip track jacket  
 Delivery by August 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Medium (38-40)	<u>2</u>	_____	_____
Adult Large (42-44)	<u>6</u>	_____	_____
Adult X-Large (46-48)	<u>4</u>	_____	_____
Adult XX-Large (50-52)	<u>2</u>	_____	_____
TOTAL	<u>14</u>		TOTAL PRICE _____

**16. Community Park Fitness Staff Polo Shirts** Color: Red  
 o Front left chest *Community Park Fitness* **3-color embroidered logo**

\*Outer Banks Cool Dri Polo (#10870)  
 Delivery by May 1, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Medium (38-40)	<u>2</u>	_____	_____
Adult Large (42-44)	<u>6</u>	_____	_____
Adult X-Large (46-48)	<u>4</u>	_____	_____
Adult XX-Large (50-52)	<u>2</u>	_____	_____
TOTAL	<u>14</u>		TOTAL PRICE _____

**17. Before & After School Staff Short Sleeve T-Shirts** Color (12 each): Royal (RL)  
 Red (RD)  
 Irish Green (IG)  
 Orange (OG)  
 Dark Heather (DK)

- o Front left chest *Before and After School* logo
- o "STAFF" letters on back

\*Gildan DryBlend t-shirt 8000 50/50)  
 Delivery by August 15, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	Sizes - TBD _____	_____	_____



Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
<b>TOTAL</b>	<u>60</u>		<b>TOTAL PRICE</b> _____

**18. Before & After School Sweatshirts**      Color: Charcoal

- Front left chest *Before and After School* logo
- "STAFF" letters on back

\*Badger Full Zip hooded sweatshirts (#1290)  
Delivery by August 15, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
<b>TOTAL</b>	<u>15</u>		<b>TOTAL PRICE</b> _____

**19. No Name Teen Camp Short Sleeve T-Shirts**

Color (4 each):  
 Royal (RL)  
 Red (RD)  
 Irish Green (IG)  
 Orange (OG)  
 Heliconia (HE)

- Full front *No Name Teen Camp* logo
- "STAFF" letters on back

\*Gildan Dry Blend t-shirt 8000 50/50)  
Delivery by May 24, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
<b>TOTAL</b>	<u>20</u>		<b>TOTAL PRICE</b> _____



**20. Lisle Teens With Character Short Sleeve T-Shirts**      Color: Red

- Full front *Lisle Teens With Character* logo
- Full back sponsor logo

\*Tie dyed Contrast T-shirt 200 PW  
Delivery by August 16, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
<b>TOTAL</b>	<u>60</u>		<b>TOTAL PRICE</b> _____

**21. Lisle Teens with Character Short Sleeve T-Shirts**      Color: Royal

- Full front *Lisle Teens With Character* logo
- Full back sponsor logo

\*Tie dyed Contrast T-shirt 200 PW  
Delivery by August 16, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
<b>TOTAL</b>	<u>6</u>		<b>TOTAL PRICE</b> _____

**22. Family Fun Fest Short Sleeve T-Shirts**      Color: Royal Blue

- Full front *Family Fun Fest* logo

\*Gildan 50/50 shirt  
Delivery by July 15, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____



Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
TOTAL	<u>50</u>		TOTAL PRICE _____

**23. Kiddie Kamp short sleeve t-shirts** Color: TBD

- o Full front *Kiddie Kamp* logo

\*Gildan 50/50  
Delivery by June 1, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Youth Small (6-8)	_____	_____	_____
Youth Medium (10-12)	_____	_____	_____
Youth Large (14-16)	_____	_____	_____
TOTAL	<u>50</u>		TOTAL PRICE _____

**24. Monster Madness Short Sleeve T-Shirts** Color: Black

- o Full front *Monster Madness* **orange logo**

\*Gildan 50/50  
Delivery by October 1, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
Adult XX-Large (50-52)	_____	_____	_____
Adult XXX-Large (54-56)	_____	_____	_____
TOTAL	<u>60</u>		TOTAL PRICE _____

**25. Gentle Learning Preschool Long Sleeve T-Shirts** Color: TBD

- o Full front *Gentle Learning Preschool* logo

\*Gildan 50/50 Long Sleeved  
Delivery by December 10, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Youth Small (6-8)	_____	_____	_____
Youth Medium (10-12)	_____	_____	_____



Youth Large (14-16) \_\_\_\_\_

TOTAL 135 TOTAL PRICE \_\_\_\_\_

**26. Camp Summer Quest Counselor Short Sleeve T-Shirts** Color: Lime (LM)  
Purple (PL)  
Sport Grey (SG)  
Safety Green (SaG)  
Safety Pink (SP)  
Navy Blue (NB)

- o Front left chest *Camp Summer Quest Counselor* logo
- o "Counselor" letters on back

\*Gildan 2000 Ultra-cotton  
Delivery by May 15, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
TOTAL	<u>90</u>		TOTAL PRICE _____

**27. Camp Summer Quest Counselor Sweatshirts** Color: Black

- o Front left chest *Camp Summer Quest Counselor* logo
- o "Counselor" letters on back

\*Gildan Dry Blend 12000 crewneck  
Delivery by May 15, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
TOTAL	<u>18</u>		TOTAL PRICE _____

**28. Camp Summer Quest Staff Short Sleeve T-Shirts** Color: Lime (LM)  
Purple (PL)  
Sport Grey (SG)  
Safety Green (SaG)  
Safety Pink (SP)  
Navy Blue (NB)





Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
TOTAL	<u>15</u>		TOTAL PRICE _____

**31. Camp Summer Quest Director Sweatshirts**      Color: Black

- o Front left chest *Camp Summer Quest Director* logo
- o "Director" letters on back

\*Gildan Dry Blend 12000 crewneck  
Delivery by May 15, 2013

<u>Size</u>	<u>Quantity</u> Sizes - TBD	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Adult Small (34-36)	_____	_____	_____
Adult Medium (38-40)	_____	_____	_____
Adult Large (42-44)	_____	_____	_____
Adult X-Large (46-48)	_____	_____	_____
TOTAL	<u>2</u>		TOTAL PRICE _____

**32. Camp Sumer Quest Short Sleeve T-Shirts**      Color: Lime

- o Full front *Camp Summer Quest* logo
- o Full back sponsor logo

\*Gildan Ultra cotton 2000B Youth Shirts  
Delivery by May 15, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price</u> <u>Per Shirt</u>	<u>Totals</u>
Youth Small (6-8)	<u>75</u>	_____	_____
Youth Medium (10-12)	<u>75</u>	_____	_____
Youth Large (14-16)	<u>125</u>	_____	_____
Adult Small (34-36)	<u>30</u>	_____	_____
Adult Medium (38-40)	<u>15</u>	_____	_____
Adult Large (42-44)	<u>10</u>	_____	_____
TOTAL	<u>330</u>		TOTAL PRICE _____

**33. Athletic Dept. Staff Short Sleeve T-Shirts**      Color: Sport Grey

- o Front left chest *LPD Athletic Dept.* logo
- o "STAFF" letters on back

\*Gildan 2000 Ultra-cotton  
Delivery by August 1, 2013

Price





\*Gildan 5.6 ounce dryblend 50/50  
Delivery by May 15, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Medium (38-40)	<u>10</u>	_____	_____
Adult Large (42-44)	<u>10</u>	_____	_____
Adult X-Large (46-48)	<u>10</u>	_____	_____
<b>TOTAL</b>	<u>30</u>		<b>TOTAL PRICE</b> _____

**37. Recreation Dept. Long Sleeved T-Shirts**

Color: Cardinal Red (CR) / Black logo  
 Metro Blue (MB) / White logo  
 Jade Dome (JD) / Black logo  
 Heather Indigo (HI) / White logo

- o Front left chest *Lisle Park District* logo
- o "STAFF" letters on back

\*Gildan 5.6 ounce dryblend 50/50  
Delivery by May 15, 2013

<u>Size</u>	<u>Quantity</u>	<u>Price Per Shirt</u>	<u>Totals</u>
Adult Medium (38-40)	<u>10</u>	_____	_____
Adult Large (42-44)	<u>10</u>	_____	_____
Adult X-Large (46-48)	<u>10</u>	_____	_____
<b>TOTAL</b>	<u>30</u>		<b>TOTAL PRICE</b> _____



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**C. Bid Checklist:**

1. Sea Lion Aquatic Park Lifeguard Tank Tops \_\_\_\_\_
2. Sea Lion Aquatic Park Guest Service Tank Tops \_\_\_\_\_
3. Sea Lion Aquatic Park Lifeguard Long Sleeve T-Shirts \_\_\_\_\_
4. Sea Lion Aquatic Park Guest Service Long Sleeve T-Shirts \_\_\_\_\_
5. Sea Lion Aquatic Park Staff Short Sleeve T-shirts \_\_\_\_\_
6. Sea Lion Aquatic Park Manager Polo Shirts \_\_\_\_\_
7. Sea Lion Aquatic Park Swim Team & Admission Shirts (White) \_\_\_\_\_
8. Sea Lion Aquatic Park Swim Team & Admission Shirts (Navy) \_\_\_\_\_
9. Sea Lion Aquatic Park Swim Team & Admission Shirts (Spring Green) \_\_\_\_\_
10. Sea Lion Aquatic Park Swim Team & Admission Shirts (Aquatic Blue) \_\_\_\_\_
11. Sea Lion Aquatic Park Blank Sandwich Visors \_\_\_\_\_
12. Sea Lion Aquatic Park Sweatpants \_\_\_\_\_
13. Sea Lion Aquatic Park Sweatshirts \_\_\_\_\_
14. Sea Lion Aquatic Park Fleece \_\_\_\_\_
15. Sea Lion Aquatic Park Track Jacket \_\_\_\_\_
16. Community Park Fitness Staff Polo Shirts \_\_\_\_\_
17. Before & After School Staff Short Sleeve T-Shirts \_\_\_\_\_
18. Before & After School Sweatshirts \_\_\_\_\_
19. No Name Teen Camp Short Sleeve T-Shirts \_\_\_\_\_
20. Lisle Teens with Character Short Sleeve T-Shirts (Red) \_\_\_\_\_
21. Lisle Teens with Character Short Sleeve T-Shirts (Royal) \_\_\_\_\_
22. Family Fun Fest Short Sleeve T-Shirts \_\_\_\_\_
23. Kiddie Kamp Shirts Short Sleeve T-Shirts \_\_\_\_\_



- 
- 24. Monster Madness Short Sleeve T-Shirts Shirts \_\_\_\_\_
  - 25. Gentle Learning Preschool Long Sleeve T-Shirts \_\_\_\_\_
  - 26. Camp Summer Quest Counselor Short Sleeve T-Shirts Shirts \_\_\_\_\_
  - 27. Camp Summer Quest Counselor Sweatshirts \_\_\_\_\_
  - 28. Camp Summer Quest Counselor Short Sleeve T-Shirts \_\_\_\_\_
  - 29. Camp Summer Quest Staff Sweatshirts \_\_\_\_\_
  - 30. Camp Summer Quest Director Short Sleeve T-Shirts \_\_\_\_\_
  - 31. Camp Summer Quest Director Sweatshirts \_\_\_\_\_
  - 32. Camp Summer Quest Short Sleeve T-Shirts \_\_\_\_\_
  - 33. Athletic Dept. Short Sleeve T-Shirts \_\_\_\_\_
  - 34. Athletic Dept. Long Sleeve T-Shirts \_\_\_\_\_
  - 35. Athletic Dept. Sweatshirts \_\_\_\_\_
  - 36. Recreation Dept. Short Sleeve T-Shirts \_\_\_\_\_
  - 37. Recreation Dept. Long Sleeve T-Shirts \_\_\_\_\_



**D. CONTRACTOR BID FORM**

TO: THE PRESIDENT AND BOARD OF PARK COMMISSIONERS OF THE LISLE PARK DISTRICT, LISLE, ILLINOIS.

Bid of: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

THE UNDERSIGNED:

Acknowledges:

Receipt, thorough review and understanding of the Bidding Documents and requirements thereof  
Receipt of Addendum

No: \_\_\_\_\_ Date: \_\_\_\_\_

No: \_\_\_\_\_ Date: \_\_\_\_\_

Agrees:

To provide the Goods in accordance with the Bid Documents and to the satisfaction of the Lisle Park District for the lump sum bid of:

\$ \_\_\_\_\_ (dollars)

Authorized Officer:

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Type or print name and title

Subscribed and sworn to before me  
This \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public



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**E. AFFIDAVIT REGARDING BUSINESS STATUS**

I, the undersigned, being duly sworn to state as follows:

\_\_\_\_\_ is a  
Name of Bidder

- \_\_\_ Corporation
- \_\_\_ Partnership
- \_\_\_ Individual Proprietorship

The business address is: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Type or print name and title

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public



## F. VENDOR COMPLIANCE AND CERTIFICATIONS FOR PURCHASE OF GOODS

**Note: The following certifications form an integral part of the Contract between the Lisle Park District and Vendor. Breach by Vendor of any of the certifications may result in immediate termination of the Vendor's services by the Park District. THIS FORM MUST BE PROPERLY EXECUTED BY VENDOR AND SUBMITTED WITH VENDOR'S BID PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID PROPOSAL AS NON-RESPONSIVE.**

THE UNDERSIGNED VENDOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Vendor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Vendor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Vendor's knowledge, no officer or employee of Vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Vendor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Vendor also certifies that no officers or employees of the Vendor have been so convicted and that Vendor is not the successor company or a new company created by the officers or Park Districts of one so convicted. Vendor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Vendor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Vendor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. Vendor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois,



defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Vendor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Vendor.

- G. (i) Vendor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Vendor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Vendor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Vendor's bid proposal or in Vendor, (iv) the Vendor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and the Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Vendor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Vendor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Vendor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Vendor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Vendor.
- K. If Vendor has 25 or more employees at the time of letting of the Contract, Vendor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Vendor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.L.
- L. The Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Lisle Park District's designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within two (2) business days of said request,



turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA

\_\_\_\_\_  
VENDOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )ss

COUNTY OF \_\_\_\_\_)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Vendor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)



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**G. REFERENCES**

<b>Organization</b>	<b>Work Performed</b>	<b>Contact Person</b>	<b>Phone #</b>



## H. SAMPLE CONTRACT FOR THE SALE OF GOODS

This contract for the Sale of Goods ("Contract"), made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between the Lisle Park District, an Illinois park district (the "Park District") with its principal place of business at 1925 Ohio Street, Lisle, Illinois, and \_\_\_\_\_, an Illinois corporation (the "Vendor"), with its principal place of business at \_\_\_\_\_, collectively referred to as the "Parties" or individually as "Party."

### WITNESSETH

That the Park District and Vendor, for the consideration hereinafter named, agree as follows:

#### 1. Services and Payment

The Vendor shall provide all the following supplies, material and equipment:

T-shirts ("Goods"), as indicated in the plans and specifications in the Bid Documents dated \_\_\_\_\_, attached to and incorporated as part of this Contract as Exhibit A.

#### 2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Contractor and [the Bid Notice, Invitation to Bid, Instruction to Bidders, Bid Form, \_\_\_\_\_ Bid Specifications and Drawings, all Conditions of the Contract (including all General and Special Conditions), the Vendor's Proposal, dated \_\_\_\_, attached to and incorporated as part of this Contract as Exhibit \_\_\_\_, the Vendor Compliance and Certification, attached to and incorporated in this Contract as Exhibit \_\_\_\_, and any addenda issued prior to the execution of this Contract (collectively the "Bid Documents")] and any modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Contract, including all addenda, exhibits, certifications and attachments incorporated in this Contract; c) Special Conditions; d) General Conditions; and e) Specifications.

#### 3. Contract Sum and Payment

The Park District shall pay the Vendor \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00), subject to additions and deductions as provided in the Contract Documents for the proper performance of the Contract (the "Contract Sum"). Payment of the Contract Sum shall be made in full within sixty (60) days following the delivery of the Goods and only upon inspection and acceptance of the Goods by the Park District.



**4. Term**

This Contract shall begin upon the Effective Date and terminate upon completion of any and all applicable warranty periods, unless terminated earlier as provided herein.

**5. Delivery**

Vendor shall deliver the Goods on or before \_\_\_\_\_. Vendor will arrange for delivery of Goods through a carrier chosen by Vendor, the costs of which shall be F.O.B. Lisle, Illinois.

**6. Title and Risk of Loss**

Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods has been received, inspected and accepted by the District.

The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Park District.

**7. Acceptance and Rejection**

The Park District will have the right to inspect the Goods upon receipt and to reject the nonconforming or damaged Goods within ten (10) business days after delivery. The Park District will give notice to Vendor of any rejection of the Goods or claim for damages on account of condition, quality or grade of the Goods.

Neither inspection nor acceptance by the District shall act as District's acceptance of any defects or deficiencies in the Goods for the failure of the Goods to conform to the requirements of the Contract and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

**8. Performance of the Contract**

Vendor agrees to perform all work and services in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors procured by the Park District.

Vendor, on receipt of this Contract executed by the Park District, shall immediately place orders for materials and otherwise commence performance of this Contract, unless otherwise directed by the Park District. No claim for extras shall be allowed unless such claim is first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District. All extras shall be subject to approval, the Park District's approval process and applicable law.

**9. Termination**

The Park District may terminate this Contract as follows:

- b. The District may, at any time, terminate the Contract in whole or in part for the convenience of the Park District and without cause. Termination by the Park District under this Paragraph 9 shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon



receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated work and services. In the event of termination for convenience by the Park District, the Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages resulting from termination for convenience under this Paragraph.

- c. If Vendor fails to provide the Goods and services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, the Park District may terminate this Contract and enter into an agreement with another Vendor or Vendors to provide the Goods. In such event, Park District shall not be liable to Vendor for all or any portion of the Contract Sum. Vendor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Goods and services from the substitute Vendor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.
- d. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the work and/or services are completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the work and/or services, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Vendor's default, such excess shall be paid to Vendor. If such expense plus the Park District's losses and damages shall exceed such unpaid balance, Vendor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

**10. Correction of Deficiencies**

If the Vendor defaults or neglects to provide the Goods in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District



may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case the Park District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due the Vendor are not sufficient to cover such amounts, the Vendor shall pay the difference to the Park District.

The rights and remedies of Park District stated in this Contract shall be in addition to and not in limitation of, any other rights of the Park District granted in the other Contract Documents or at law or in equity.

**11. Ownership and Use of Documents**

All title, ownership and copyright privileges to all drawings, plans, specifications and other documents and instruments of service prepared or provided by Vendor in connection with the Goods, in whatever format (collectively, "Project Documents") are and shall at all times be solely in the Park District. Vendor agrees, when requested by the Park District, to execute immediately any documents which evidence and acknowledge in Park District the ownership of all Project Documents. All Project Documents prepared or furnished by Vendor shall be solely the property of the Park District the time of their preparation or upon the suspension or termination the Vendor. Reproducible copies of Project Documents shall, to the extent not previously delivered, be delivered promptly to the Park District upon demand and thereafter may be used by the Park District in whole or in part or in modified form for such purposes as the Park District may deem advisable, without further employment of or payment of additional compensation to Vendor or anyone retained by Vendor. Notwithstanding the foregoing, Vendor retains the right to use standard design elements and details which are neither unique to the Park District nor related to the business of the Park District.

**12. No Infringement**

Vendor warrants that the Goods and any parts thereof does not infringe on any copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold the Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by the Park District in connection with any such infringement claim by any third party, provided, however, that the Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if the Park District is enjoined from using the Goods due to an actual or claimed infringement of any patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Park District, at Vendor's expense, the right to continue using the Goods; or (ii) replace or modify the Goods, at Vendor's expense, so that the Goods become non-infringing.

**13. Tax Exemption**

The District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The District shall provide its tax exemption identification number to Contractor upon Contractor's request.

**14. Vendor's Representations**

The Vendor hereby specifically acknowledges and declares, and the execution of this Contract by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Goods and that the Contract



Documents are sufficient to enable it to supply and deliver the Goods outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Goods for an amount not in excess of the Contract Sum on or before the delivery date established in the Contract.

The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by Park District and shall at once report to the Park District errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the Park District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any manufacturing activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the Park District, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

The Vendor further represents that it has full right, title and authority to transfer the Goods to the Park District and that such transfer, upon delivery to the Park District, shall not be subject to the right or interest of any third party whatsoever.

#### **15. Warranties**

The Vendor warrants to the Park District that materials and equipment furnished under the Contract will be of the best quality and new, that the Goods will be free from defects and deficiencies, and that the Goods will conform to the requirements of the Contract Documents. Goods not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by Park District's abuse, modifications not executed by the Vendor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

Liability or refusal of the subcontractor or Vendor responsible for the defective materials, equipment or goods to correct the same shall not excuse the Vendor from performing under the warranty. If required by the Park District, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Vendor. All warranties shall be addressed to the Park District and delivered to the Park District upon delivery of the Goods. Except as otherwise provided in this Contract, all warranties shall become effective on the date of delivery to the Park District, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Vendor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

Vendor shall correct any portion of the Goods that are defective, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Goods by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by Vendor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for



inspection by the Park District at the time the Goods were delivered. Final acceptance shall occur only after the Goods have been delivered, inspected and accepted by the Park District.

No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Goods.

**16. Insurance**

- A. **Commercial General and Umbrella Liability Insurance.** Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations independent Vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. The insurance company's liability shall not be reduced by the existence of such other insurance. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability from pollution, explosion, collapse, or underground property damage.
- B. **Business Auto and Umbrella Liability Insurance.** Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- C. **Workers Compensation Insurance.** Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's work.
- D. **General Insurance Provisions.**
1. **Evidence of Insurance.** Prior to beginning work, Vendor shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail,



return receipt requested. Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Park District shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District. Failure to maintain required insurance may result in termination of this Contract at Park District's option. With respect to insurance maintained after final payment in compliance with requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Park District whenever requested. Vendor shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

2. **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A:VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A:VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.
3. **Cross-Liability Coverage.** If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park Districts, its officers, officials, employees, volunteers and agents or required to procure a bonds guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors.** Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Park District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## 17. **Indemnification**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Vendor's obligations pursuant to this Contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Vendor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise



reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Contract.

**18. Extension of Time**

Extension of time provided for the supply and delivery of the Goods shall be the Vendor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by Park District with Vendor's obligations hereunder and where to the extent that such acts of the Park District continue after Vendor's written notice to the Park District of such interference. The Park District's exercise of any of its rights under the Contract, regardless of the extent or number of changes, or the Park District's exercise of any of its remedies of suspension of any work or services, or requirement of correction or re-execution of any defective Goods, shall not under any circumstances be construed as intentional interference with Vendor's obligations under this Contract.

**19. Independent Contractor**

Vendor acknowledges that it is an independent contractor; it alone retains control of the manner of conducting its activities in furtherance of this Contract. Vendor, as well as any persons or agents it may employ, are not employees of the Park District, and neither this Contract nor the administration thereof shall operate to render or deem either party hereto the agent or employee of the other.

**20. No Third Party Beneficiary**

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or the Vendor, and/or any of their respective officials, officers and/or employees.

**21. Non-Assignment**

This Contract is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the Park District.

**22. No Waiver**

Waiver of any of the terms of this Contract shall not be valid unless in writing and signed by the Parties. The failure of the Park District to enforce the provisions of this Contract or require performance by Vendor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the Park District to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of contract.

**23. Time**

Time is of the essence for all matters concerning this Contract.



**24. Compliance with Laws**

All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

**25. Governing Law; Venue**

This Contract and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper in the Circuit Court of DuPage County.

**26. Entire Agreement**

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified or altered except signed by the Parties and endorsed thereon.

**27. Amendment**

No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

**28. Headings**

The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

**29. Severability**

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

**30. Notice**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Lisle Park District  
1925 Ohio Street  
Lisle, Illinois 60532  
Attn: [\_\_\_\_\_]



FOR THE VENDOR:

Vendor Name  
Street  
City, State, Zip  
Attn: [\_\_\_\_\_]

IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals and year first above written.

LISLE PARK DISTRICT

VENDOR

By:

By:

\_\_\_\_\_  
President  
Board of Park Commissioners

\_\_\_\_\_  
Its:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Secretary  
Board of Park Commissioners