

**MORTON GROVE PARK DISTRICT  
BID DOCUMENTS  
FOR PURCHASE OF HARRER PARK POOL FURNITURE**

BID DEADLINE  
February 9, 2022 @ 10:00am

Morton Grove Park District  
6834 W. Dempster  
Morton Grove, IL 60053-2631

**Morton Grove Park District  
Advertisement for Bid**

The Morton Grove Park District is accepting sealed bids for pool furniture for the Harrer Park Pool. Questions regarding this bid should be submitted in writing to Jeffrey Wait.

**Bids must be submitted in a sealed, opaque envelope, marked "Sealed Bid: Harrer Park Pool Furniture" and will be received until 10:00 a.m., on Wednesday, February 9, 2022 at the Morton Grove Park District, 6834 West Dempster, Morton Grove, IL 60053-2631, Attn: Jeffrey Wait, at which time they will be opened and read aloud.**

Specifications and bid forms are available at the Park District's Administration Office, 6834 West Dempster, Morton Grove, IL 60053-2631, between 9:00 a.m. – 5:00 p.m., Monday – Friday commencing on Friday, January 21, 2022 or in PDF format at the District's website: [www.mgparks.com](http://www.mgparks.com)

The Morton Grove Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Morton Grove Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Morton Grove Park District on request of the Bidder, for use in connection with this project only.

The vendor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

Morton Grove Park District

## **INSTRUCTIONS TO BIDDERS**

The Morton Grove Park District and Owner are one and the same. The Owner's representative, Jeffrey Wait, can be contacted at [jwait@mgparks.com](mailto:jwait@mgparks.com) or 847-965-0383.

The words "Contractor", "Vendor", or "Bidder" shall mean the party bidding for or entering into the Contract for performance of the work covered by the written Specifications, and its legal representatives or authorized agents.

### **1. Bid Documents**

Bid Documents for this Project will be available for examination and can be obtained from Park District's Administration Office, 6834 West Dempster, Morton Grove, IL 60053-2631, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website: [www.mgparks.com](http://www.mgparks.com).

### **2. Examination Specifications**

Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Specifications. Any conflicts or discrepancies found between or among Bid Documents, or any errors, omissions or ambiguities in the Specifications shall be immediately reported to the Park District and written clarification requested at least seven (7) days prior to the bid opening.

If an error or omission is discovered after the bid opening, the Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the Contract Documents, the successful Bidder shall request in writing an interpretation from the Park District before proceeding with providing the services. If the Bidder fails to make such a request, the Park District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the Park District in accordance with said determination.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the services, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications. It is the responsibility of the Bidder to comply with all Specifications, state and local codes, permits, fees and inspections. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

Omissions from the Specifications or the mis-description of details which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or mis-described details but they shall be performed as if fully and correctly set forth and described in the Specifications.

### **3. Explanation to Bidders**

Any explanation desired by a Bidder regarding the meaning or interpretation of the Bid Documents must be requested in writing no later than seven (7) business day prior to the scheduled bid opening. The Park District shall in all cases decide all questions which may arise relative to the execution of the Contract on the part of the successful Bidder, and all estimates and decisions shall be final and conclusive. The Park

District reserves the right to approve or reject a proposed substitution in accordance with Section 11 of these Instructions to Bidders. Any Addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders of record. All Bidders must acknowledge each Addendum in the bid submittal.

4. Preparation and Submission of Bids

These Bid Documents include a complete set of bid forms which are for the convenience of the Bidders and are not to be detached, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address, the date and time of the bid, and addressed as follows:

Sealed Bid: Harrer Park Pool Furniture  
Morton Grove Park District  
6834 West Dempster  
Morton Grove, IL 60053-2631

**Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than Wednesday, February 9 , 2022 at 10:00 a.m.**

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 this section will be considered non-responsive and returned.

The bid shall be signed in the space indicated for signature and by persons authorized to act on behalf of and legally bind the Bidder. The name and address of the Bidder and its organizational status (sole proprietor, partnership or corporation) shall be printed in ink as well as the name and title of the person signing the bid on behalf of the Bidder. Prices shall be printed legibly and in ink and without erasures or interlineations.

Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.**

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

Attached to the 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.

5. Requirements of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the services of this project; and 2) are able to show that they have adequate laborers and materials to successfully complete the services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

a. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project address, owner and telephone number, contract amount, and scheduled completion date.

b. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

c. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

## 6. Prices

The prices are to include the furnishing of the specified pool furniture, all necessary accessories, parts, and hardware, service and part manuals, warranties, and all other services necessary for the proper completion of the purchase in accordance with the Contract Documents.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the work to be performed. An exemption certificate will be furnished by the Park District upon request of the Bidder.

The Owner reserves the right to add or deduct from item quantities specified if received bids exceed Owner's budget or otherwise as the Owner's best interest may be served, in which event the Contract Base Bid will be altered in accordance with the increase or decrease of the item description or descriptions affected.

## 7. Acceptance and Rejection of Bids

The Park District may accept the bid of, and award the Contract for the services to, the lowest responsible Bidder as determined by and in the sole discretion of the Park District. The Park District 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 work of all and reject others, as the Park District 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. Any bid proposal which contains items not specified, or which otherwise is not in conformity with the Bid Documents, shall be considered non-responsive or informal and may be rejected on this basis. 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 work 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 Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Park District on the basis that the Park District awarded a Contract for less than all portions or items of the work specified in the Bid Documents. The Morton Grove 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 and in accordance with applicable law.

8. Award of Contract

Award of Contract will be made to lowest responsible Bidder that complies with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, Park District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with Specifications, financial capability of Bidder, and the performance of Bidder on other projects, as determined by the Morton Grove Park District Board of Commissioners.

Bids will be awarded to one Bidder for the purchase of all pool furniture, or to any series of Bidders for the purchase of the pool furniture.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Park District. Such decisions are final and not subject to recourse.

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 acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the work of the Contract. The successful 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 within seven (7) days after award of the Contract. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract.

The Advertisement for Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, Specifications, Contractor Bid Form, Addenda, if any, and the Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Contract for the Purchase of Pool Furniture, substantially in the same form included in these Bid Documents, comprise the Contract Documents.

9. Tax Exemption

The Park District is not subject to federal excise or Illinois retailer's occupation tax. An exemption certificate will be furnished by the Park District upon request of the Bidder.

10. Substitutions

Unless otherwise indicated, the use of a brand name or catalog number in the Specifications is used for the purpose of establishing a grade or quality. Because the Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal." Bidders proposing a substitution must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the items as "or approved equal." All potential Bidders will be notified within three (3) business days by email, fax or U.S. Postal Service of the approval or rejection of a proposed substitution. Bidders wishing to bid on the approved substitution shall submit a complete base bid as specified in the project manual. The alternate bid must be typed and must follow the same format as the base bid. Receipt of the alternate bid will be acknowledged and read at the bid opening. The Park District shall be the sole and final judge as to whether any proposed substitute is equal to or better than as specified in the project manual. These decisions are final and not subject to recourse.

11. 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 or communications.

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 subcontractors 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.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated work so as to provide all materials, equipment, labor, and services necessary for the completion of the work in accordance with the Bid Documents.

12. Modification of Bids

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the bid deadline, provided that such written notice is received by the Park District prior to the bid deadline. Modifications of bid submittals sent by facsimile will not be permitted.

13. Withdrawal of Bids

Bidders may withdraw or cancel their bids at any time prior to bid deadline by signing and submitting a request for said withdrawal. After the bid deadline, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

14. Postponement of Date for Opening Proposals

The Park District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

## **GENERAL CONDITIONS**

The General Conditions are included in the Contract for the Purchase of Pool Furniture, substantially in the same form included in these Bid Documents (the "General Conditions"). For purposes of these General Conditions, "Contractor" or "Vendor" shall mean the party entering into the Contract for performance of the services in accordance with the Contract Documents.

### **1. Invoicing and Payment**

Payment shall be made in full after the receipt, inspection and acceptance of the pool furniture by the Park District and in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*

### **2. Guarantee and Warranty**

The Contractor warrants to the Morton Grove Park District that all pool furniture, and all parts thereof, furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that all pool furniture, and all parts thereof, will be free from defects not inherent in the quality required or permitted, and that all pool furniture, and all parts thereof, will conform to the Specifications. Any pool furniture, and any parts thereof, not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Park District.

The Contractor must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to sign over warranties and guarantees to the Park District. The Contractor guarantees the standard manufacturer's warranty and at least a 1 year full labor and parts warranty.

### **3. Materials**

Except as otherwise provided herein, the pool furniture, and all parts thereof, shall be new materials of the like and kind specified. Defective pool furniture, including those damaged during transportation will not be accepted, and must be replaced or repaired in a manner satisfactory to the Park District at the Contractor's cost.

### **4. Delivery**

Contractor shall deliver the pool furniture on or before Friday, May 20, 2022. Contractor will arrange for delivery of the pool furniture through a carrier chosen by Contractor, the costs of which shall be F.O.B. Morton Grove, Illinois.

### **5. Title and Risk of Loss**

Contractor shall not grant rights in or to, or otherwise encumber the pool furniture or any parts of the pool furniture to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under the Contract. Clean and unencumbered title to the pool furniture shall be transferred to District upon acceptance of the pool furniture by District. Title to, and the risk of loss, injury or destruction from any casualty to the pool furniture, regardless of cause, will be the responsibility of Contractor until the pool furniture have been received, inspected and accepted by District.

### **6. Acceptance and Rejection**

District will have the right to inspect the pool furniture upon receipt and to reject the nonconforming or damaged pool furniture within ten (10) business days after delivery. District will give notice to the Contractor



of any rejection of the pool furniture or claim for damages on account of condition, quality or grade of the pool furniture.

Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the pool furniture or for the failure of the pool furniture 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.

## **7. Correction of Deficiencies**

If the Contractor defaults or neglects to provide the pool furniture in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from District to commence to cure such default, the District may, without prejudice to other remedies District may have, correct such deficiencies. In such case, District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to District.

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

## **8. Law Compliance**

Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders in performance of the Contract. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. All pool furniture, and all parts thereof, 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, sale, transportation and handling of the same. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Contractor.

## **9. Insurance**

Contractor agrees to provide and keep force at all times during this Contract, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000); 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. All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. All certificates of insurance in connection herewith shall be furnished to the Park District upon the Park District's request.

- a. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Contractor's insurance and shall not contribute with it.
- b. The Park District, its officers, agents and employees are to be covered as additional insureds under the general liability insurance. The coverage shall contain no special limitation on the scope of

protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

- c. Should any of the above described policies be cancelled before the expiration date thereof, Contractor shall provide prompt notice to the Park District, which notice shall not be less than 30 days prior to such cancellation. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- d. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance as required hereunder.

## **10. Indemnification**

To the fullest extent permitted by law, Contractor 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 paralegal's 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, except to the extent 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. The Contractor shall similarly protect, indemnify and hold and save harmless the Park District, 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 the Contractor's default of, any provision of the Contract.

**MORTON GROVE PARK DISTRICT  
BID FORM FOR  
HARRER PARK POOL FURNITURE**

(Please complete in ink, and print or type)

TO: Morton Grove Park District  
6834 W. Dempster  
Moron Grove, IL 60053-2631

FROM:

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL ADDRESS

**FOR:** Harrer Park Pool Furniture

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. That the Bidder has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications as submitted on the Bid Form;
- C. That it is understood and agreed that the Morton Grove Park District reserves the right to accept or reject any or all bids, accept only portions of a proposal and reject the remainder, to waive any technicalities or irregularities, and to award the Contract to one Bidder or any series of Bidders for an appropriate portion of the services;
- D. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- E. To enter into and execute a Contract with the Owner within three (3) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (1) Accomplish the services in accordance with the Contract Documents; and
  - (2) Complete the services within the time requirements as set forth in the Bid Documents.
- F. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;

- G. To commence the services as specified in the Instructions to Bidders, and to prosecute the services 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; and
- H. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

**The undersigned Bidder agrees to provide and deliver the pool furniture for the following prices:**

Base Bid	Amount
1)	\$
2)	\$
3)	\$
4)	\$
5)	\$

**Total Bid:** \_\_\_\_\_

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Delivery of the pool furniture shall be on or before \_\_\_\_\_, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will provide and deliver all pool furniture in accordance with the requirements of the Contract.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Full Name of Bidder (Print)

(a) Individual ( )  
 (b) Partnership ( )  
 (c) Corporation ( )

Name and Title of Authorized Agent  
 if Corporation or Partnership (Print): \_\_\_\_\_

\_\_\_\_\_  
 Full Name and Title of Bidder (Signature)

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City/State/Zip

\_\_\_\_\_  
 Email

Phone \_\_\_\_\_

### **BIDDER'S REFERENCE LIST**

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as this project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1. 

<hr/>	
Name of Park District, School District, or Municipality	
<hr/>	
Contact Person	
<hr/>	
Phone Number	E-Mail
<hr/>	<hr/>
Description of Work performed	Project Value
2. 

<hr/>	
Name of Park District, School District, or Municipality	
<hr/>	
Contact Person	
<hr/>	
Phone Number	E-Mail
<hr/>	<hr/>
Description of Work performed	Project Value
3. 

<hr/>	
Name of Park District, School District, Municipality	
<hr/>	
Contact Person	
<hr/>	
Phone Number	E-Mail
<hr/>	<hr/>
Description of Work performed	Project Value

**CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**(Must be Submitted with Each Bid)**

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

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

- A. Contractor 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. Contractor 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 Contractor's knowledge, no officer or employee of Contractor 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. Contractor 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. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, 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), Contractor 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 Contractor'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. Contractor 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. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor 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 Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor 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 Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor 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. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. Neither Contractor 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.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor 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 Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor 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. Contractor 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.
- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Morton Grove Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

SIGNATURE PAGE TO FOLLOW

(SEAL)



**MORTON GROVE PARK DISTRICT  
SPECIFICATIONS FOR  
HARRER PARK POOL FURNITURE**

Vinyl Strap Furniture - stackable

Equivalents may be considered

Chair    Quantity: 200

Dimensions:    23"W X 29"D X 34"H Seat height 17"  
1" round .063 heavy gauge aluminum extrusions.  
Full circumference welds.  
Polyester powder coated finish with anti-corrosion treatment.  
2" pure virgin vinyl straps. Double wrapped with ¼" pins.  
Frame color:            TBA  
Main strap color:        TBA  
Accent strap color:      TBA

Chaise    Quantity: 300

Dimensions:    27"W X 79"D X 14"H  
1" round .063 heavy gauge aluminum extrusions.  
Full circumference welds.  
Polyester powder coated finish with anti-corrosion treatment.  
2" pure virgin vinyl straps. Double wrapped with ¼" pins.  
Non-marring nylon superglides  
Extra support brace  
¾" double side pin supports  
Stainless steel fastener, aluminum bushing and nylon friction washers.  
Aluminum four position adjustment bracket.  
Anti-pinch safety rails.  
Heavy duty ¼" thick ratchet  
Frame color:            TBA  
Main strap color:        TBA  
Accent strap color:      TBA

### **CONTRACT FOR THE PURCHASE OF POOL FURNITURE**

This Contract for the Purchase of Pool Furniture ("Contract"), made this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date"), by and between the Morton Grove Park District, an Illinois park district (the "Park District"), with its principal place of business at 6834 W. Dempster Street, Morton Grove, Illinois and \_\_\_\_\_, a[n] \_\_\_\_\_ (the "Vendor"), with its principal place of business at \_\_\_\_\_, \_\_\_\_\_, Illinois, 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**

The Vendor shall provide all the following:

in accordance with the Contract Documents, as defined below (collectively referred to as the "Pool Furniture").

**2. Contract Documents**

The Contract Documents consist of this Contract between the Park District and the Vendor and the Advertisement for Bid, Instructions to Bidders, General and Special Conditions, and Specifications dated\_\_\_\_\_, 202\_ (the "Bid Documents"), attached to and incorporated as part of this Agreement by reference, the Vendor's Proposal, dated\_\_\_\_\_, 202\_, attached to and incorporated as part of this Agreement as **Exhibit A**, the Contractor Compliance and Certification Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, and any addenda issued prior to the execution of this Contract 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 conflict between the Contract Documents, this Agreement shall control.

**3. Contract Sum and Payment**

The Park District shall pay the Vendor \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the proper performance of the Contract (the "Contract Sum"). Payment of the Contract Sum shall be made in full after the receipt, inspection and acceptance of the Pool Furniture by the Park District and in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*

**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 will arrange for delivery of the Pool Furniture through a carrier chosen by Vendor, the costs of which shall be F.O.B. Morton Grove, Illinois. Delivery shall be completed on or before Friday, May 20, 2022.

**6. Title and Risk of Loss**

Vendor shall not grant rights in or to, or otherwise encumber the Pool Furniture or any parts of the Pool Furniture, to, in or by any third parties at any time, that would impair or delay the full exercise by the Park District of any of its rights or remedies under the Contract. Clean and unencumbered title to the Pool Furniture shall be transferred to the Park District upon acceptance of the Pool Furniture by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the Pool Furniture, regardless of cause, will be the responsibility of the Vendor until the Pool Furniture has been received, inspected and accepted by the Park District.

**7. Acceptance and Rejection**

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

Neither inspection nor acceptance by the Park District shall act as Park District's acceptance of any defects or deficiencies in the Pool Furniture or the failure of the Pool Furniture to conform to the requirements of the Contract Documents and shall not act as a waiver of any rights Park 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. Except as otherwise specified in the Contract Documents, all Pool Furniture, and all parts thereof, supplied by Vendor shall be new materials of the like and kind specified. In the event the Pool Furniture, or any part thereof is defective, the Pool Furniture will not be accepted, and must be replaced or repaired in a manner satisfactory to the Park District at Vendor's cost.

Vendor, upon the Effective Date, shall immediately place orders for the Pool Furniture 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.

#### **9. Termination**

The Park District may terminate this Contract as follows:

- a. Prior to the delivery of the Pool Furniture, the Park 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 of said termination. 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 and services properly performed by Vendor before the effective date of termination. Vendor shall not be entitled to damages resulting from termination for convenience under this Paragraph.
- b. If Vendor fails to provide the Pool Furniture 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 Pool Furniture. 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 Pool Furniture 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.

- c. 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, immediately terminate the retention of Vendor.

Notwithstanding anything contrary as provided herein, upon termination of this Agreement by the Park District for any reason, the Park District may pursue all remedies available to it at law or in equity.

#### **10. Correction of Deficiencies**

If the Vendor defaults or neglects to provide the Pool Furniture in accordance with the Contract Documents and fails, within a three (3) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said 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 the amount deducted by the Park District exceed the payments then or thereafter due the Vendor, 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 Contract Documents or at law or in equity.

#### **11. Tax Exemption**

The Park 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 Park District's tax exemption identification number is E99980029.

#### **12. 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 Pool Furniture and that the Contract Documents are sufficient to enable it to supply and deliver the Pool Furniture 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 Pool Furniture for an amount not in excess of the Contract Sum.

The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by Park District and shall immediately communicate to the Park District any 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 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 of the same.

Vendor further represents that it has full right, title and authority to transfer the Pool Furniture 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.

### **13. Warranties**

The Vendor warrants to the Park District that the Pool Furniture, and all parts thereof, furnished under the Contract will be of the best quality and that the Pool Furniture will be free from defects and deficiencies, and that the Pool Furniture, and all parts thereof, will conform to the requirements of the Contract Documents. Pool Furniture, and any parts thereof, not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any such defects must be corrected, either through repair or replacement, at Vendor's expense.

Vendor guarantees the standard manufacturer's warranty and shall provide the Park District with two (2) copies of any such warranty. Contractor shall provide a minimum of one (1) year warranty on labor and parts. Liability or refusal of a subcontractor 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 the Pool Furniture, or any parts thereof.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be, countersigned by the Vendor and delivered to the Park District upon delivery of the Pool Furniture. Any warranties issued in Vendor's name shall be assigned to the Park District.

Warranty shall become effective upon the Park District's final acceptance of the Pool Furniture. Final acceptance shall occur only after the Pool Furniture has 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 Pool Furniture.

### **14. Insurance**

- a. Vendor agrees to provide and keep force at all times during this Contract, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required

by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000); 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. All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. All certificates of insurance in connection herewith shall be furnished to the Park District upon the Park District's request.

- b. All insurance coverage provided by Vendor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Vendor's insurance and shall not contribute with it.
- c. The Park District, its officers, agents and employees are to be covered as additional insureds under the general liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- d. Should any of the above described policies be cancelled before the expiration date thereof, Vendor shall provide prompt notice to the Park District, which notice shall not be less than 30 days prior to such cancellation. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- e. Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance as required hereunder.

#### **15. Indemnification**

To the fullest extent permitted by law, 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 paralegal's fees and court costs), arising out of or resulting from the performance of Vendor'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 Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent 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, 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 Vendor's breach of any of its obligations under, or the Vendor's default of, any provision of the Contract.

#### **16. No Liability**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's services and obligations under this Contract. The Park District is not liable for acts or omissions of Vendor or any of

Vendor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

**17. Extension of Time**

Extension of time provided for the supply and delivery of the Pool Furniture 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-supply of any defective Pool Furniture, or any parts thereof, shall not under any circumstances be construed as intentional interference with Vendor's obligations under this Contract.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Time**

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

**23. Compliance with Laws; Permits.**



Vendor shall comply with all federal, state, county and local laws, ordinances, rules and regulations in performing this Contract. All Pool Furniture, and all parts thereof, 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, sale, transportation and handling of the same. Vendor shall be responsible for obtaining all permits and licenses required to perform its obligations under this Contract. 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 immediately terminate the Contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

**24. 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. Any actions for enforcement of this Contract by any Party hereto shall be brought only in the Circuit Court of Cook County, Illinois.

**25. Entire Agreement; No Amendment**

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of the other Party that is not contained in this written Contract shall be valid or binding. No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

**26. 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.

**27. 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.

**28. Notice**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and is 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:

Morton Grove Park District  
6834 West Dempster Street  
Morton Grove, IL 60053-2631  
Attn: Jeffrey Wait

FOR THE VENDOR:

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

MORTON GROVE PARK DISTRICT

VENDOR

By:

By:

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President, Board of Park Commissioners

Attest:

Its:

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Secretary, Board of Park Commissioners