

**Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523**

**APPAREL SCREEN PRINTING AND EMBROIDERY BID**



**Jessica Cannaday, Marketing and Promotions Manager, 630-645-9539  
Laure L. Kosey, Executive Director, 630-645-9535**

**INVITATION TO BID  
OAK BROOK PARK DISTRICT  
APPAREL SCREEN PRINTING AND EMBROIDERY BID**

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The Oak Brook Park District (the “District”) is accepting bids for apparel screen printing and embroidery.

Contract Documents, including Specifications, may be obtained beginning Thursday, February 18, 2016 at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m. or in PDF format by visiting the park district’s website: [http://www.obparks.org/general\\_information/bid.asp](http://www.obparks.org/general_information/bid.asp)

The District reserves the right to accept or reject any and all bids, waive technicalities and select a bid that meets the specifications required by the District.

Bids shall be submitted in a sealed envelope marked "Bid Proposal – Apparel Bid.”

Bids must be received on or before 10:30 a.m., Thursday, March 3, 2016, in the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, and will be publicly opened and read aloud at that time.

All bidders must comply with applicable Illinois law requiring the payment of prevailing wages to all laborers, workers and mechanics, as determined by the Illinois Department of Labor. All bidders must comply with the Illinois statutory requirements regarding labor, including equal employment opportunity laws.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director  
Oak Brook Park District

**Oak Brook Park District  
Bidding Requirements  
Apparel Screen Printing and Embroidery Bid (“Apparel”)**

**OBJECTIVE:**

The Oak Brook Park District (the “District”) is accepting bids for apparel (the “Services”) for the District’s staff, programming and special events, according to the Specifications provided herewith.

The District encourages minority business firms to submit quotes for this project. Persons submitting bids (“Bidder(s)”) are encouraged to use minority businesses as subcontractors.

**QUALIFICATIONS:**

Bidders must provide references documenting satisfactory delivery of Apparel and Services similar in complexity, scope and time constraints as for the needs of the District as listed in the Specifications, for clients similar to the District. **Each Bidder’s principal place of business must be located in the Chicago metropolitan area in Illinois.**

**BID SUBMITTAL FORM: CONTENTS AND SUBMISSION:**

**Contents:**

Each bid shall be submitted on the forms furnished by the District in these Bidding Requirements, and such forms shall be fully completed. All bids must include a completed **Bid Submittal Form, Bidder’s References, and Bidder’s Certifications**, which forms are provided herein. Each Bidder may also provide a one-page narrative pertaining to its company if desired.

**Submission:**

1. Each bid shall be made on the "Bid Submittal Form" furnished by the District.
2. All applicable blank spaces on the "Bid Submittal Form" shall be fully completed, and all amounts shall be in words as well as in figures where applicable.
3. Each bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and his/her title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Submittal Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full scope of Services and other information called for will be considered.
5. Each bid shall be sealed in an envelope marked and addressed as follows:

“Bid Proposal -- Apparel Bid.”  
Oak Brook Park District Administration Office  
1450 Forest Gate Road, Oak Brook IL 60523

6. Bid documents shall be delivered or mailed in time for delivery to the foregoing address on or before 10:30 a.m. on Thursday, March 3, 2016. Bids will be publicly opened on the due date.
7. Oral bids will not be considered.

**CONTRACT DOCUMENTS:**

The Contract Documents shall be as follows:

1. Addenda, If Any
2. Bidding Requirements
3. Bid Submittal Form
4. The Agreement Between The Oak Brook Park District And (Name Of Vendor) For Apparel Screen Printing and Embroidery
5. Certificate Of Compliance (720 ILCS 5/33e-1, *et seq.* And 65 ILCS 5/11-42.1-1), Certificate Of Compliance Drug Free Workplace Act, Prevailing Wage Affidavit, Substance Abuse Prevention Certificate
6. Specifications

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the interpretation of the District's representative.

All Bidders shall carefully review the Contract Documents, and all bids submitted shall take the requirements of the Contract Documents into account.

**ERROR IN BIDDING REQUIREMENTS OR SPECIFICATIONS:**

If any Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Bidding Requirements or Specifications, the Bidder should immediately provide the District with a written notice of the problem and request that the Bidding Requirements or Specifications be clarified or modified. Without disclosing the source of the request, the District may modify the document prior to the date fixed for submission of bids by issuing an addendum to all potential Bidders. If prior to the date fixed for submission of bids, a Bidder knows of or should have known of an error in the Bidding Requirements or Specifications, but fails to notify the District of the error, the Bidder shall submit a bid at its own risk, and if its bid is accepted by the District, such Bidder shall not be entitled to additional compensation or time by reason of the error or its latter correction.

**WITHDRAWALS AND RESUBMISSION/MODIFICATION OF BIDS:**

A bid may be withdrawn or modified at any time prior to the deadline for submitting bids. Such request must be in writing and addressed to the District's Executive Director, Laure Kosey at: [lkosey@obparks.org](mailto:lkosey@obparks.org). Modifications of bid submittals by telefax will not be permitted. Modifications offered orally or after bids have been opened will not be entertained.

## **QUALIFICATIONS AND REFERENCES:**

1. The District may make such investigation as it deems necessary to determine the ability of any Bidder to perform the Services.
2. All Bidders shall adhere to the bid criteria as specified.
3. The District reserves the right to require of any Bidder such information as it deems necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of any agreement until such information is received.
4. The successful Bidder shall also comply with laws and regulations governing equal employment opportunity.
5. In those instances where required, the successful Bidder shall hold all required licenses, permits or special licenses to perform the Services relating to the agreement entered by the parties, as required by law, or shall employ or work under the general supervision of a holder of such a license, permit or special license, and shall keep and maintain or cause to be kept or maintained all such licenses, permits or special licenses in good standing and in full force and effect at all times while the successful Bidder is performing the Services pursuant to the agreement entered by the parties.
6. Each Bidder shall submit names and telephone numbers for a minimum of three (3) references from previous or current customers to whom the Bidder has satisfactorily delivered Apparel and Services similar in complexity, scope and time constraints as for the needs of the District as listed in the Specifications, for clients similar to the District, such as park districts, school districts, municipalities, or businesses.

## **ACCEPT/REJECT BIDS:**

The District reserves the right to accept or reject any and all bids and to waive any formality or technicality in any bid, in order to award a contract that will serve the best interest of the District. All bids will be reviewed for completeness of the submission requirements. If a bid fails to meet a material bidding requirement or is incomplete or contains irregularities, the bid may be rejected.

## **AWARD AND EXECUTION OF CONTRACT:**

Subject to the District's right to reject any or all bids, the lowest responsible Bidder will be awarded a contract. It is anticipated that final selection will be made by the week of March 14, 2016.

Upon the acceptance of a bid by the District and notification by the District of such acceptance, the successful Bidder shall be required, and by submitting a bid agrees, to execute and deliver back to the District the form agreement and all other required documents, within ten (10) days after receipt of such notification.

After the contract is awarded, and prior to execution by the successful Bidder, the form agreement may be revised in accordance with the agreement of the parties and applicable law.

No agreement, expressed or implied, shall exist or be binding on the District before the execution of a written agreement by both parties in substantially the form of the “Agreement Between the Oak Brook Park District And (Name of Vendor) for Apparel” that is part of the Contract Documents.

**TAX EXEMPTION:**

The District is not subject to Federal Excise Tax or Illinois Retailer’s Occupational Tax. Exemption Certificates will be furnished upon request.

**COMPLIANCE WITH LAWS AND REGULATIONS:**

The successful Bidder shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the Services. Included with the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

**EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of the Services under any agreement entered by the parties, the successful Bidder shall agree as follows:

A. The successful Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service. Such Bidder will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Such Bidder agrees to post, in conspicuous places accessible to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this non-discrimination clause.

B. The successful Bidder will, in all solicitations or advertisements for employees placed by or on behalf of such Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service.

**BIDDER'S CERTIFICATIONS:**

1. Each Bidder shall certify on the attached form that (i) it is not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (Bid rigging or bid rotation); and (ii) no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.
2. Each Bidder shall certify on the attached form that it provides for a Drug Free Workplace, in accordance with 30 ILCS 580/1, *et. seq.*
3. Each Bidder shall certify on the attached form that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with 820 ILCS 265/1, *et seq.*
4. Each Bidder shall certify on the attached form its compliance with the Illinois Prevailing Wage Act and shall pay according to the local prevailing wage rates of Cook and DuPage Counties. Each Bidder will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the Services are to be performed for each craft or type of worker or mechanic needed to execute the agreement or perform such Services. The general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage and Cook Counties, Illinois, shall be paid for each craft or type of worker needed to execute the agreement or to perform such Services. Wage rates shall be paid in accordance with the wage rate list attached hereto and made part of the agreement. Should such wage rates be revised by the Illinois Department of Labor, the successful Bidder shall pay such revised rates to all laborers, workers and mechanics for each craft or type of worker or mechanic needed to perform the Services under any contract awarded hereunder. The District shall have no obligation to notify the successful bidder of any such revisions.

**TERM:**

- A. The contract term shall commence upon execution of an agreement by both parties, and shall end on April 30, 2017.
- B. At the expiration of the term, this Agreement may be extended for one (1) year if such extension is desired by the District and the Vendor; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners.
- C. In the event the District or the Vendor are unable to extend the term of this Agreement under the same terms and conditions, either party may terminate this Agreement by written notice to the other party at least thirty (30) days prior to the expiration of the term of this Agreement. In that case, this Agreement will terminate at midnight at the end of its current term.

**DELIVERY SCHEDULE:**

The Apparel shall be delivered to the District in accordance with the Specifications.

**INSURANCE AND INDEMNIFICATION:**

The successful Bidder shall be required to acquire and keep in force at all times during the performance of the Services under any contract awarded hereunder, insurance coverage as provided below, and shall provide the District with a certificate of insurance within five (5) working days after the contract award to the successful Bidder, for the types and amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

The successful Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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).

The District shall be named as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella coverage, if any. This insurance shall apply as primary insurance as respects the District, its officers, employees, volunteers or agents with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District or its officers, employees, volunteers or agents shall be in excess of the successful Bidder's insurance and shall not contribute with it. The successful Bidder's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

**B. Business Auto and Umbrella Liability Insurance**

The successful Bidder 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 accident, 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**

The successful Bidder shall maintain workers' compensation and employer's liability insurance. The commercial umbrella and/or employer's 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.

The successful Bidder shall waive all rights against the District and its officers, employees, volunteers and agents for recovery of damages arising out of or incident to the successful Bidder's activities.

**D. General Insurance Provisions**

**1. Evidence of Insurance**

The successful Bidder shall furnish the 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 District prior to any cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

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

The District shall have the right, but not the obligation, of prohibiting the successful Bidder from entering the District's premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.

Failure to maintain the required insurance may result in termination of any agreement entered with the successful Bidder at the District's option.

The successful Bidder shall provide certified copies of all insurance policies required above within 10 days of any written request from the District for said copies.

**2. Acceptability of Insurers**

All insurance companies providing coverage as required hereunder shall have a rating from A.M. Best 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, the District has the right to reject insurance written by any insurer it deems unacceptable.

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

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the successful Bidder may be asked to eliminate such deductibles or

self-insured retentions as respects the District, its officers, employees, volunteers and agents, or the successful Bidder may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**4. "Occurrence Basis"**

All policies shall be written on an "occurrence basis". The District may waive said requirement if it determines that such waiver is in its best interests.

**5. Subcontractors**

The successful Bidder shall cause each subcontractor employed by such Bidder to purchase and maintain insurance of the type specified above. When requested by the District, such Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**E. Indemnification**

To the fullest extent permitted by law, the successful Bidder shall be required to indemnify and hold harmless the 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, expert fees, and court costs), arising out of or resulting from such Bidder's activities, 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, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of such Bidder, 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 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. Such Bidder shall similarly protect, indemnify and hold and save harmless the 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 such Bidder's breach of any of its obligations under, or such Bidder's default as to, any provision of the agreement entered by the parties.

**INDEPENDENT CONTRACTOR:**

The successful Bidder shall have full control of the ways and means of performing the Services which are the subject of the agreement entered, and such Bidder, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the District, it being specifically agreed that with respect to the District, such Bidder and any party employed by such Bidder bears the relationship of an independent contractor.

**GUARANTEES:**

By entering an agreement with the District, the successful Bidder shall warrant and represent that it possesses such expertise, experience and resources to perform the scope of Services as required in the Specifications in a timely and professional manner, consistent with the standards of the apparel industry. Such Bidder will supply at all times an adequate number of well-

qualified personnel to perform the Services. Such Bidder shall provide a contact person authorized to remedy any nonconformity with this warranty.

**ASSIGNMENT:**

The successful Bidder shall not assign its rights or obligations under the agreement entered by the parties, or sublet or transfer any interest therein, without the written consent of the District, and shall not assign any moneys due to or to become due hereunder, without the previous written consent of the District.

**MODIFICATION OR AMENDMENT:**

The parties may modify or amend terms of the agreement entered only by a written document duly executed by both parties.

**PAYMENT:**

Payment for Services rendered will be made based upon the agreement negotiated between the successful Bidder and the District.

**JURISDICTION AND VENUE:**

The agreement entered by the parties shall be governed by the laws of the State of Illinois, and venue for any disputes hereunder shall be appropriate only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**THIRD PARTIES:**

Nothing contained in the agreement entered by the parties shall create a contractual relationship between the District and any third party; however, it is understood and agreed that the District is an intended third-party beneficiary of any and all subcontracts and purchase orders and of the agreements between the successful Bidder and third parties. Such Bidder shall incorporate these obligations into any subcontracts, supply agreements and purchase orders.

**PAGES TO BE COMPLETED AT THE TIME AN AGREEMENT IS EXECUTED BY THE DISTRICT AND THE SUCCESSFUL BIDDER:**

The successful Bidder shall provide the following at such time as is provided herein, in order for the agreement to be considered valid by the District:

- Certificate of Compliance Form
- Prevailing Wage Affidavit Form
- Drug Free Work Place Act Compliance Sheet
- Substance Abuse Prevention Program Certification
- District/Vendor Agreement as prepared by District's counsel
- Verification of Insurance - Certificate of Insurance provided identifying the District as an additional named insured.

**Bidder's Certifications**

**Certificate of Compliance**

**Prevailing Wage Affidavit**

**Certificate of Compliance Drug Free Work Place Act**

**Substance Abuse Prevention Certificate**

**CERTIFICATE OF COMPLIANCE**  
**720 ILCS 5/33E-1 et. seq., and 65 ILCS 5/11 -42.1-1**  
**OAK BROOK PARK DISTRICT**  
**1450 FOREST GATE ROAD**  
**OAK BROOK, IL 60523**

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\_\_\_\_\_, the Vendor under a certain contract dated \_\_\_\_\_, 2016, for Apparel hereby certifies that said Vendor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code; 720 ILCS 5/33 E-1. *et seq.* (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

VENDOR:

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
before me this \_\_\_\_ day \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT  
OAK BROOK PARK DISTRICT  
1450 FOREST GATE ROAD  
OAK BROOK, IL 60523**

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I, \_\_\_\_\_, on oath hereby states and certifies that \_\_\_\_\_ (“Vendor”), pursuant to a Contract dated \_\_\_\_\_, 2016, with the Oak Brook Park District for Apparel, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such Services, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage and Cook Counties, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid contract or to perform such Services. The Vendor has also complied with and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*)

VENDOR:

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE  
DRUG FREE WORKPLACE ACT  
OAK BROOK PARK DISTRICT  
1450 FOREST GATE ROAD  
OAK BROOK, IL 60523**

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\_\_\_\_\_, the Vendor under a certain contract dated \_\_\_\_\_, 2016 with the Oak Brook Park District for Apparel, hereby certifies that said Vendor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the Vendor's workplace or any site at which the required Services are performed;
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Vendor's policy of maintaining a drug free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug violations.

- C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- D. Notifying the Oak Brook Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. The Vendor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
  1. Take appropriate personnel action against such employee up to and including termination; or
  2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

VENDOR:

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC



**SUBSTANCE ABUSE PREVENTION CERTIFICATE**  
**(820 ILCS 265/1, et seq.)**  
**OAK BROOK PARK DISTRICT**  
**1450 FOREST GATE ROAD**  
**OAK BROOK, IL 60523**

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I, \_\_\_\_\_(name of signatory), on oath hereby states and certifies that \_\_\_\_\_ (name of Vendor), pursuant to a Contract dated \_\_\_\_\_, 2016 with the Oak Brook Park District for Apparel, has complied and will comply with all laws relating to provision of a written program for prevention of substance abuse among employees and testing of employees for substance abuse, as provided in 820 ILCS 265/1, *et seq.*

VENDOR:

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

**Specifications &  
Bid Submittal Form  
Prices List  
Bidder's Reference List**

**OAK BROOK PARK DISTRICT  
APPAREL SCREEN PRINTING AND EMBROIDERY BID  
SPECIFICATIONS**

**GENERAL DESCRIPTION**

The District is seeking bids for screen printed and embroidered apparel. Each category of apparel has been given an item number and is listed on the “Specifications and Bid Submittal Sheets” starting on page 21

1. The product lines, quantities, sizes, and colors of certain apparel categories are known at the time of the bid solicitation. This information is provided on the “Specifications and Bid Submittal Sheets.” The bidder shall bid on the specified apparel, quantities and the delivery schedule provided below.
2. Bidders that choose to provide alternatives to the indicated item may do so in the space indicated. Please note: Bidders must provide product samples with their bid submittal so that bidder’s alternative specifications and alternative bid prices are valid for consideration.
3. For certain apparel categories, the District has not provided all the product specifications. In these situations, the District is seeking the best quality and the most affordable price. Please indicate the full product specifications on which pricing is based on the “Bidder’s Product Specifications” lines provided in the apparel category along with a bid to supply the specified apparel, quantities and the delivery schedule provided below.
4. The District has provided an estimated quantity for the special event apparel based on anticipated attendance from prior events. The bidder shall provide its bid on a per piece basis, for the specified apparel, and delivery schedule provided below, and by doing so, acknowledges that the quantity is an estimate and not a guarantee to the number of apparel items to be purchased, which actual quantity may be more or less than the estimated quantity. The District will work closely with the winning bidder to provide quantity updates as registrations are received for special events.
5. Prices must be valid on all reorders for the term of the contract with no additional screen or set-up charges.
6. The District will provide all logos. The Successful Bidder shall provide screens.
7. All artwork, including simple outlined text, will be provided by the District. All artwork, unless indicated in the description, will be one color.
8. Delivery Charges: If delivery charges apply, please include in price of all items. Vendor travel costs are not reimbursable.

9. The Successful Bidder must meet in-person with Jessica Cannaday at the Park District's Administration Office, Family Recreation Center, Oak Brook Park District, 1450 Forest Gate road, Oak Brook, IL 60523 to review shirts, artwork, timeline, etc.
10. The District reserves the right to change quantities, colors, sizes, eliminate an apparel item and/or to adjust the delivery dates for any order upon thirty (30) days written notice to the Successful Bidder.

**Sizes throughout the bid document will be as follows:**

6-8/ Youth Small  
10-12/ Youth Medium  
14-16/ Youth Large

31-33/XS  
34-36/Small  
38-40/Medium  
42-44/Large  
46-48/X-Large  
50-52/XX Large  
53-55/XXX Large

**Delivery Conditions**

All apparel must be delivered neatly folded and packed according to size, with the size(s) and quantity of each item stated on the box/packing slip.

Questions may be directed to Jessica Cannaday, marketing manager,  
[jcannaday@obparks.org](mailto:jcannaday@obparks.org) or 630-645-9539.

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date				
<b>1. Parks Summer Order</b> Gildan 8000 (50/50 blend short sleeve t-shirts)	Screen Print: 1-color/white Front and back  <b>Front Left Chest:</b> OBPD w/ leaf-left Chest, names printed underneath (6 different names). <b>Back:</b> OBPARKS STAFF <a href="http://www.obparks.org">www.obparks.org</a> across back shoulder blades.	Safety Green	4	L			<b>May 15</b>				
			1	XL							
		Electric Green	4	L							
			1	XL							
		Lime	4	L							
			1	XL							
		Safety Orange	4	L							
			1	XL							
		Forest	4	L							
			1	XL							
		Sand	4	L							
			1	XL							
		Orange	4	L							
			1	XL							
<b>Alternate Specs for #1</b>											
<b>2. All Staff Polos</b> Sport-Tek ST640 and LS640 (Poly performance polos)	Embroider: 2-color  <b>Front Left Chest:</b> OBPD w/ leaf .	ST640 Dark Green	0	S			<b>May 15</b>				
			10	M							
			15	L							
			15	XL							
			1	XXL							
		LST640 Dark Green	0	XS							
			5	S							
			25	M							
			25	L							
			20	XL							
			5	XXL							
			8	3XL							
			0	4XL							
			<b>Alternate Specs for #2</b>								

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Item Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>3. Hats</b> Unstructured Sandwich Bill Cap C919  Unstructured Mesh back DT607	Embroider: 2-color OBPD w/ leaf	Forest Green/White	25				<b>May 15, 2016</b>
		Oyster/White	50				
		Army/white	25				
<b>Alternate Specs for #3</b>							
<b>4. Parks Seasonal Order</b> Gildan 8000 (50/50 blend short sleeve t-shirts)	Screen Print: 1-color/white Front and back  <b>Front Left Chest:</b> OBPD w/ leaf <b>Back:</b> OBPARKS STAFF <a href="http://www.obparks.org">www.obparks.org</a> across back shoulder blades.	Safety Green	1	M			<b>May 15, 2016</b>
			4	L			
		Electric Green	1	M			
		Lime	4	L			
		Safety Orange	1	M			
		Forest	4	L			
<b>Alternate Specs for #4</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>5. Lifeguard Hats and Visors</b> Port and Company Visor CP45  Port and Company unstructured hat C914.	Screen Print: 1-color/white Front  Front : Lifeguard	Red Visors	75				<b>May 15, 2016</b>
		Red Hats	25				
<b>Alternate Specs for #5</b>							
Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>6. Mens Staff T Shirts (Casual work tees for Fridays, Facilities staff, back-ups)</b>  Gildan 2000	Screen Print: 1-color/white Front  <b>Front Left Chest:</b> OBPD w/ leaf	Forest	5	S			<b>May 15, 2016</b>
			10	M			
			10	L			
			10	XL			
		Black	5	S			
			10	M			
			10	L			
			10	XL			
		Cardinal	5	S			
			10	M			
			10	L			
			10	XL			
<b>Alternate Specs for #6</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>7. Womens Staff Tee Shirts (Casual work tees for Fridays, Facilities Staff, back-ups)</b>  Gildan 2000L	Screen Print: 1-color/white Front  <b>Front Left Chest:</b> OBPD w/ leaf  .	Forest	5 10 10 10 10 2	S M L XL XXL 3XL			<b>May 15, 2016</b>
		Black	5 10 10 10 10	S M L XL XXL			
		Cardinal	2  5 10 10 10 10 2	3XL  S M L XL XXL 3XL			
<b>Alternate Specs for #7</b>							
<b>8. Aquatics Manager Polos</b>  ST640	Screen Print: 1-color/white Front and Back  <b>Front Left Chest:</b> OBPD w/ leaf  <b>Back:</b> Manager	Black	12 14 10 4 1 1	S M L XL XXL XXXL			<b>May 15, 2016</b>
<b>Alternate Specs for #8</b>							



Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>9. Aquatic Summer Manager Lightweight pullover</b>  JST72	Screen Print: 1-color/white front and back  <b>Front Left Chest:</b> OBPD w/ leaf <b>Back:</b> Manager	Black	2 4 4 2	S M L XL			<b>May 15, 2016</b>
<b>Alternate Specs for #9</b>							
<b>10. Aquatic Summer Seasonal Staff Lifeguard Tank Tops</b>  Gildan 2700 Port & Co LPC54TT	Screen Print 1-color/white Front and Back  <b>Front:</b> Oak Brook Park District  <b>Back:</b> Lifeguard (with cross)	Royal 2700      Royal LPC54TT	10 20 20 5 1  20 50 30 10 5	S M L XL XXL  S M L XL XXL			<b>May 15, 2016</b>
<b>Alternate Specs for #10</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>11. Aquatics Summer Seasonal Staff Lifeguard T Shirts</b> Gildan 8000 (50/50 blend short sleeve t-shirts)	Screen Print: 1-color/white Front and Back  <b>Front:</b> Oak Brook Park District  <b>Back:</b> LIFE GUARD (w/ cross).	Royal	30 30 20 10	S M L XL			<b>May 15, 2016</b>
<b>Alternate Specs for #11</b>							
<b>12. Aquatic Summer Swim Lesson Staff</b> Gildan 8000 (50/50 blend short sleeve t-shirts)	Screen Print: 1-color/black Front and Back  <b>Front:</b> Oak Brook Park District  <b>Back:</b> INSTRUCTOR	Safety Yellow	30 30 20 10 5	S M L XL XXL			<b>May 15, 2016</b>
<b>Alternate Specs for #12</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Item Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>13. Aquatic Summer Swim Lesson Staff Tank Tops</b> Gildan 2700 Port & Co LPC54TT	Screen Print: 1-color/black Front and Back  <b>Front:</b> Oak Brook Park District  <b>Back:</b> INSTRUCTOR	Safety Green 2700	15 15 10 5 2	S M L XL XXL			<b>May 15, 2016</b>
		Neon Yellow LPC54TT	15 15 10 5 2	S M L XL XXL			
<b>Alternate Specs for #13</b>							
Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>14. Aquatic Staff Shorts</b> Women's short comparable to Badger 7202. 4" inseam.	Screen Print: 1-color/white  <b>Left Thigh:</b> OBPD w/ leaf	Red	5 20 50 30 10 3 1	XS S M L XL XXL XXXL			<b>May 15, 2016</b>
<b>Alternate Specs for #14</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date		
<b>15. Aquatic Staff Sweatshirt</b> Hooded PC78ZH	Screen Print: 1-color/white Front and Back  Front left chest: OBPD with Leaf  Back: AQUATIC STAFF	Royal	2	S			<b>May 15, 2016</b>		
			20	M					
			20	L					
			10	XL					
			2	XXL					
		Red	2	S					
			5	M					
			5	L					
			2	XL					
			1	XXL					
<b>Alternate Specs for #15</b>									
<b>16. Aquatic Staff Sweatpants</b> Open leg. Jerzees 947Mp	Screen Print: 1-color/white  <b>Left thigh:</b> OBPD w/ leaf .	Royal	10	M			<b>May 15, 2016</b>		
			10	L					
			10	XL					
		Red	5	M					
			5	L					
			5	XL					
<b>Alternate Specs for #16</b>									

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Item Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>17. Aquatic STARS Coach Shirts</b> Sport-Tek ST640 (Poly performance polos)	Screen Print: 4-color screen left chest and full back  <b>Front:</b> Stars Swim Team  <b>Back:</b> STARS COACH	Gold	8 8 4 2 2	S M L XL XXL			May 15, 2016
<b>Alternate Specs for #17</b>							
<b>18. Aquatics Stars Swim Team Parent Club</b> Gildan 8000	Screen Print: 4-color full front and full back  <b>Front:</b> STARS Parent <b>Back:</b> STARS Parent	Daisy	1 6 10 5 1	S M L XL XXL			May 15, 2016
<b>Alternate Specs for #18</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>19. Aquatic Swim Team T Shirts</b> Gildan 8000 (50/50 blend short sleeve t-shirts)	Screen Print: 4-color print full front and full back  <b>Front:</b> STARS <b>Back:</b> STARS with sponsor	Daisy	2 25 30 40 20 7 5	YS YM YL S M L XL			<b>May 15, 2016</b>
<b>Alternate Specs for #19</b>							
<b>20. Cori's Participant Shirts</b> Gildan 8000 75-100Qtys based on registration. Please provide a cost per piece.	Screen Print: 3-color, full front Full back, 1-color	Purple	75-100	YS YM YL S M L			<b>May 30, 2016</b>
<b>Alternate Specs for #20</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Item Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>21. Aquatic Staff of the Week</b> Tye Dye PC147 (or comparable product)	Screen Print: 1-color/Black Front and back  <b>Front:</b> OBPD w/ leaf-left Chest <b>Back:</b> OBPARKS STAFF OF THE WEEK 2016 <a href="http://www.obparks.org">www.obparks.org</a> across back shoulder blades.	Tye Dye Royal	25 15 8 2	S M L XL			<b>May 15, 2016</b>
<b>Alternate Specs for #21</b>							
<b>22. Fitness Pants</b> Yoga LPST880  Wind PST61	Screen Print: 1-color/ white  <b>Front left thigh:</b> Obparks with leaf .	Yoga LPST880 black   Wind PST61 black	5 10 10 5  2 10 25 10	S M L XL  S M L XL			<b>June 1</b>
<b>Alternate Specs for #22</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Item Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>23. Fitness Instructor Tank Tops Ladies</b> LST352	Screen Print: 1-color/white Front and Back  <b>Front Left Chest:</b> Obparks with leaf  <b>Back</b> FITNESS INSTRUCTOR	Lime	5 5 5 5	S M L XL			<b>June 1</b>
		Red	5 5 5 5	S M L XL			
<b>Alternate Specs for #23</b>							
<b>24. Fitness Instructor Tank Tops Mens</b> ST352	Screen Print: 1-color/white Front and Back  <b>Front Left Chest:</b> Obparks with leaf  <b>Back</b> FITNESS INSTRUCTOR	Lime	1 1 1	M L XL			<b>June 1</b>
		Red	1 1 1	M L XL			
<b>Alternate Specs for #24</b>							



Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Item Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date					
<b>25. Fitness Instructor Performance Ts Ladies</b> LST 350	Screen Print: 1-color/white Front and back  <b>Front Left Chest:</b> Obparks with leaf  <b>Back</b> FITNESS INSTRUCTOR	Lime Shock	5	S			<b>June 1</b>					
			5	M								
			5	L								
			5	XL								
		Black	5	S								
			5	M								
			5	L								
			5	XL								
		Silver	5	S								
			5	M								
			5	L								
			5	XL								
		<b>Alternate Specs for #25</b>										
		<b>26. Fitness Instructor Performance Ts Men</b> ST350	Screen Print: 1-color/white  <b>Front Left Chest:</b> Obparks with leaf  <b>Back</b> FITNESS INSTRUCTOR	Lime Shock				1	M			<b>June 1</b>
								1	L			
								1	XL			
Black	1			M								
	1			L								
	1			XL								
Silver	1			M								
	1			L								
	1			XL								
<b>Alternate Specs for #26</b>												

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date			
<b>27. Fitness Trainer Polo Womens</b> Sport-Tek LS640	Screen Print: 1-color/white Front and Back  <b>Front Left Chest:</b> Obparks with leaf	Red	2	S			<b>June 1</b>			
			2	M						
			2	L						
			2	XL						
	<b>Back</b> TRAINER	Black	2	S						
			2	M						
			2	L						
			2	XL						
<b>Alternate Specs for #27</b>										
<b>28. Fitness Trainer Polo Mens</b> ST640 (Poly performance polos)	Screen Print: 1-color/white Front and Back	Red	5	M			<b>June 1</b>			
			5	L						
			5	XL						
	Front Left Chest: Obparks with leaf	Black	5	M						
			5	L						
			5	XL						
	Back TRAINER									
	<b>Alternate Specs for #28</b>									

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>29. Fitness Floor Staff Longsleeve Polo K540LS</b>	Screen Print 1-color/white Front and back <b>Front:</b> OBPD w/ leaf-left Chest <b>Back:</b> OBPARKS STAFF	Steel	20	S			<b>June 1</b>
			20	M			
			20	L			
			20	XL			
			20	XXL			
<b>Alternate Specs for #29</b>							
<b>30. Fitness Floor Staff Polo K5410.</b>	Screen Print 1-color/white Front and back  <b>Front:</b> OBPD w/ leaf-left Chest <b>Back:</b> OBPARKS STAFF <a href="http://www.obparks.org">www.obparks.org</a> across back shoulder blades	Steel	20	S			<b>June 1</b>
			20	M			
			20	L			
			20	XL			
			20	XXL			
<b>Alternate Specs for #30</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>31. All Staff Fall Order Womens LSW289</b>	Embroider: 2 color Left chest: Obpd with leaf	Gray	5 25 25 20 5 8	S M L XL 2XL 3XL			<b>August 1</b>
<b>Alternate Specs for #31</b>							
<b>32. All Staff Fall Order Mens ½ Zip Mens pullover SW290</b>	Embroider: 2 color Left chest: Obpd with leaf	Steel	0 10 15 15 1	S M L XL XXL			<b>August 1</b>
<b>Alternate Specs for #32</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>33. Parks Fall Order Sherpa Lined fleece CS625 Brown</b>	Embroider: 2 color Left chest: Obpd with leaf	Brown	10 10	L XL			<b>September 1</b>
<b>Alternate Specs for #33</b>							
<b>34. Knit Hats C908</b>	Embroider: 2 color Center: Obpd with leaf	Army Green	50				<b>September 1</b>
<b>Alternate Specs for #34</b>							
<b>35. Winter headbands C910</b>	Embroider: 2 color Center: Obpd with leaf	Dark Green	50				<b>September 1</b>
<b>Alternate Specs for #35</b>							
<b>36. 50-100 Orange Oktoberfest long sleeve PC55LS or comparable style</b>	Screen Print Full Front 3 color Full back 1 color	Orange	50- 100 Qty tbd	S M L XL XXL			<b>September 1</b>
<b>Alternate Specs for #36</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>37. Haunted Forest long sleeves PC55LS or comparable style</b>	Screen Print Full Front 1 Color Full back 1 color	TBD	50-100 Qty tbd	S M L XL XXL			<b>October 1</b>
<b>Alternate Specs for #37</b>							
<b>38. Haunted Forest Sweatshirts Gildan 18500 or comparable</b>	Screen Print Full Front 1 Color Full back 1 color	TBD	25-50 qty tbd	S M L XL XXL			<b>October 1</b>
<b>Alternate Specs for #38</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date	
<b>39. All Staff Winter Order</b>  <b>J333</b> <b>L333</b>	Embroider 2-color OBPD w/leaf Front Left Chest	J333 Magnet	0	S			<b>December 1, 2016</b>	
			10	M				
			15	L				
			15	XL				
			1	XXL				
			L333	0	XS			
				5	S			
				25	M			
				25	L			
				20	XL			
		5	2XL					
		8	3XL					
		0	4XL					
<b>Alternate Specs for #39</b>								
<b>40. Winter Shirt Order</b> <b>OGIO LOG122</b>	Embroider 2-color OBPD w/leaf Front Left Chest	<b>Phyto Green</b>	0	XS			<b>December 1, 2016</b>	
			5	S				
			25	M				
			25	L				
			20	XL				
			5	2XL				
			8	3XL				
			0	4XL				
<b>Alternate Specs for #40</b>								

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>41. Winter Shirt Order Male Sport-Tek ST657</b>	Embroider 2-color OBPD w/leaf Front Left Chest	<b>Dark Green</b>	0 10 15 15 1	S M L XL XXL			<b>December 1, 2016</b>
<b>Alternate Specs for #41</b>							
<b>42. Choose to Lose Longsleeves Gildan 8400</b>	Screen Print 3-color full front 2-color back	<b>TBD</b>	150 - 200	S M L XL 2XL 3XL			<b>January 1, 2017</b>
<b>Alternate Specs for #42</b>							



Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>43. Youth Basketball Reversible Jerseys</b>	Screen Print 1 color (2 front (#), 2 back (OBPD)) white ink on green side, green ink on white side.	<b>#0-#21</b> <b>#22-#80</b> <b>#82-#42</b> <b>#43-#50</b>	22 60 60 8	YS YM YL S			<b>February 1, 2017</b>
<b>Specs for #43</b>							
<b>44. Youth Basketball Coaches</b> Gildan 8000	<b>Screen Print 1 color/white</b> <b>Front Left Chest: OBPD</b> <b>w/Leaf</b> <b>Full Back COACH</b>	<b>Red</b>	<b>2</b> <b>5</b> <b>3</b> <b>1</b> <b>1</b>	<b>S</b> <b>M</b> <b>L</b> <b>XL</b> <b>XXL</b>			<b>February 1, 2017</b>
<b>Alternate Specs for #44</b>							
Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
<b>45. Youth Basketball Coaches</b> Gildan 8400 long sleeve	<b>Screen Print 1 color</b> <b>Front Left Chest: OBPD</b> <b>w/Leaf</b> <b>Full Back COACH</b>	<b>Red</b>	<b>2</b> <b>5</b> <b>3</b> <b>1</b> <b>1</b>	<b>S</b> <b>M</b> <b>L</b> <b>XL</b> <b>XXL</b>			<b>February 1, 2017</b>
<b>Alternate Specs for #45</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
46. Special Event Shirts Gildan 8000	Screen Print 1 Color Front Left Chest: OBPD w/ leaf Full Back: EVENT STAFF	Safety Green	30 45 45 40 30 5	S M L XL 2XL 3XL			March 1, 2017
Alternate Specs for #46							
Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
47. MIST long sleeve Gildan 8400	Screen Print Full Front 2-color Full Back 1-color	TBD	50- 100	S M L XL 2XL			March 1, 2017
Alternate Specs for #47							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
48. Summer Seasonal Camp Staff performance polosST640	Art: Screen Print 1 Color Front Left Chest: OBPD w/Leaf Back: CAMP STAFF	Red	30 35 10	S M L			April 1, 2017
Alternate Specs for #48							
Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
49. Summer Seasonal Camp Junior Counselor polo	Art: Screen Print 1 Color Front Left Chest: OBPD w/Leaf Back: SUMMER CAMP STAFF	Orange	10 10 10	XS S M			April 1, 2017
Alternate Specs for #49							
Item # and Description	Description of Artwork	Shirt Color	Qty	Sizes	Unit Cost	Total Cost	Delivery Date
50. Summer Seasonal Staff Generic Tee Shirt Gildan 8000	Art: Screen Print 1-color Front Left Chest: OBPD w/leaf Back: STAFF	Red	95 20 20 5	S M L XL			April 1, 2017
Alternate Specs for #50							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

<b>51. Summer Camper Shirts Gildan 8000 and 8000B</b>	<b>Art: Screen Print 1-color Full Front: Summer Camp Back: OBPD CAMPER</b>	<b>TBD</b>	<b>200 - 300 Qty tbd</b>	<b>YS YM YL S M L</b>			<b>April 20, 2017</b>
<b>Alternate specs for #51</b>							
<b>52. Parks Water Resistant Jacket Sport Tek JST70</b>	<b>Embroider 2-color OBPD w/leaf Front Left Chest</b>	<b>Graphite</b>	<b>L XL</b>	<b>6 6</b>			<b>March 1, 2017</b>
<b>Alternate specs for #52</b>							
<b>Item # and Description</b>	<b>Description of Artwork</b>	<b>Shirt Color</b>	<b>Qty</b>	<b>Sizes</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Delivery Date</b>
<b>53. Staff Spring Order vests Male F226 Female L226</b>	<b>Embroider 2-color OBPD w/leaf Front Left Chest</b>	<b>Pearl Gray F226</b>  <b>Pearl Gray L226</b>	<b>0 10 15 15 1</b>  <b>0 5 25 25 20 5 8 0</b>	<b>S M L XL XXL</b>  <b>XS S M L XL XXL 3XL 4XL</b>			<b>April 1, 2017</b>
<b>Alternate specs for #53</b>							

Oak Brook Park District Apparel Bid  
Specifications and Bid Submittal Form

<b>54. Pink 5K Participant Shirts</b> Comparable to PC380. Must be available in 2-3 shades of pink as well as black.	Screen Print: Full Front, 2-color Full back, 2-color	Black (qty 400) Pink (500) Neon Pink (500)  Qtys are estimated.	20 20 50 300 500 360 100 50	YS YM YL S M L XL XXL			<b>April 24, 2017</b>
<b>Alternate specs for #54</b>							
<b>55. Work Pants Dickies 874, Carhartt 5476G, or comparable</b>	None	Khaki and Gray	30-50	TBD			<b>Intermittent order throughout year</b>
<b>Alternate specs for #55</b>							

**SUBMITTAL FORM**

TO: Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

FROM: \_\_\_\_\_  
NAME OF BIDDER

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

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

\_\_\_\_\_  
PHONE

**FOR: Apparel Screen Printing and Embroidery (“Services”)**

1. In accordance with the contract documents, said contract documents being: Bidding Requirements, this Bid Submittal Form, the Specifications, the Agreement Between Owner and Vendor, the Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1), the Certificate of Compliance Drug Free Workplace Act, the Prevailing Wage Affidavit, the Substance Abuse Prevention Certificate, and the Addenda, if any (none unless indicated here)\_\_\_\_\_, all as issued by the Oak Brook Park District (the "Contract Documents"), hereby proposes to provide all Services and supply and deliver all materials and equipment described in the Contract Documents. The undersigned bidder hereby proposes to perform everything required to be performed; to provide and furnish all of the materials and equipment, and all transporting services required, and to perform the Services, as stated in the scope of work included in the Contract Documents, all in accordance with the aforementioned documents, and at the prices stated hereinafter.

The undersigned Bidder declares that it has carefully examined the Contract Documents, and has familiarized itself as to the Services to be performed and the conditions under which they must be carried out; and understands that in submitting this bid, it waives all right to plead any misunderstanding regarding the same.

The undersigned Bidder agrees that, upon receipt of written notice of acceptance of its bid, it will furnish all required bonds and insurance, and will execute an agreement and commence performance of Services as stated in the Contract Documents.

The undersigned Bidder declares that any and all prices stated in this Bid Submittal Form include all taxes; costs of labor, materials and equipment; insurance; overhead and profit; and any and all other costs normal to doing business.

The undersigned Bidder declares that this bid shall remain in force for a period of sixty (60) days from the date of this 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: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

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

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

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

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Company

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

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

**Bidder's Reference List:**

Please list the name, address, phone number and job description for three (3) clients for whom you have satisfactorily delivered Apparel and Services similar in complexity, scope and time constraints as for the needs of the District as listed in the Specifications, for clients similar to the District.

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Name of Park District, School District, Municipality, or Business

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Contact Person Address

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Phone Number E-Mail

---

Description of Services performed.

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Name of Park District, School District, Municipality, or Business

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Contact Person Address

---

Phone Number E-Mail

---

Description of Services performed.

---

Name of Park District, School District, Municipality, or Business

---

Contact Person Address

---

Phone Number E-Mail

---

Description of Services performed.



**AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND  
\_\_\_\_\_ FOR APPAREL  
SCREEN PRINTING AND EMBROIDERY (“Apparel”)**

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**THIS AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2016, between Oak Brook Park District, DuPage and Cook Counties, Illinois (the “District”), and \_\_\_\_\_, \_\_\_\_\_ County, IL \_\_\_\_\_ (the “Vendor”).

**WITNESSETH:**

**WHEREAS**, the District requires Apparel for the District’s staff, programming and special events, as set forth in the documents that are deemed the “Contract Documents”, as identified in Section 2 of this Agreement (the “Services”); and

**WHEREAS**, the Vendor has experience, expertise and equipment required to perform the Services, is in the business of providing professional Services of the type and nature required for the Apparel, and is willing and able to perform the required Services for the District; and

**WHEREAS**, the District has selected the Vendor to perform the required Services for the District’s Apparel,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein set forth, and other good and valuable consideration, the parties hereby agree as follows:

**Section 1: Scope of Services.** The Vendor shall provide the Services according to the Vendor’s Bid Submittal Form, which Form is attached to this Agreement and made a part hereof as **Exhibit A**.

**Section 2: Contract Documents.** The following documents shall be deemed a part of this Agreement as though fully set forth herein:

1. Addenda, If Any
2. Bidding Requirements
3. Bid Submittal Form
4. This Agreement Between The Oak Brook Park District And \_\_\_\_\_ For Apparel Screen Printing and Embroidery
5. Certificate Of Compliance (720 ILCS 5/33e-1, *et seq.* And 65 ILCS 5/11-42.1-1), Certificate Of Compliance Drug Free Workplace Act, Prevailing Wage Affidavit, Substance Abuse Prevention Certificate
6. Specifications

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the interpretation of the District's representative.

**Section 3: Notice to Proceed.** Upon the successful execution of this Agreement, the Vendor shall prepare everything necessary to complete the Services.

**Section 4: Time for Performance.**

A. The Schedule for Services shall be as provided in the Bid Submittal Form and Specifications, and the Vendor shall be required to adhere to the Schedule. The Vendor shall notify the District's Director immediately by telephone call, followed by written e-mail notice, if it appears that unforeseen delays will not allow the Services to be completed according to the Schedule. **TIME IS OF THE ESSENCE WITH RESPECT TO THE VENDOR'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.**

B. If the Vendor is delayed at any time in the progress of the Services by any act or neglect of the District, or by any employee of the District, or by changes ordered by the District, or by any other causes beyond the Vendor's control, the sole remedy shall be an extension of time for completion, as determined by the District in writing after consultation with the Vendor.

C. If the Services are delayed by any act or neglect of the Vendor, or by any employee of the Vendor, which results in the delay of the delivery of any Apparel according to the Schedule, or within such extended time as may be allowed, the District shall deduct 10% for every day of delay from the monies due the Vendor for the current Services, not as a penalty but as liquidated damages sustained, and by execution of this Agreement, the Vendor agrees that this sum represents a reasonable estimate of damages to the District which are a result of such delay, which damages cannot be specifically ascertained.

**Section 5: Compensation.**

A. The District shall pay the Vendor for Services rendered only in accordance with the Bid Submittal Form and other provisions of this Agreement.

B. If the District requires changes in the Apparel, or additional Services, the District will request such changes or additional Services in writing and shall request a proposal from the Vendor for the cost thereof. Upon acceptance of the Vendor's proposal for such changes or additional Services, the District will approve a change order in accordance with law.

C. The Vendor shall submit to the District its invoices for completed Apparel and Services rendered to the District on or before the last day of any month. Each such invoice shall summarize the tasks performed and the total quantity of Apparel provided.

D. Upon receipt, review and approval of properly documented invoices, the District shall pay to the Vendor the amounts invoiced in accordance with the Bid Submittal Form attached hereto as Exhibit "A".

**Section 6: Insurance and Indemnification.**

A. The Vendor shall obtain and maintain throughout the term of this Agreement, at its sole expense, insurance coverage as specified in the Bidding Requirements that are part of the Contract Documents identified in Section 2 of this Agreement.

B. To the fullest extent permitted by law, the successful Bidder shall be required to indemnify and hold harmless the 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, expert fees, and court costs), arising out of or resulting from such Bidder's activities, 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, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of such Bidder, 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 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. Such Bidder shall similarly protect, indemnify and hold and save harmless the 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 such Bidder's breach of any of its obligations under, or such Bidder's default as to, any provision of the agreement entered by the parties.

**Section 7: Standard of Performance.**

A. The Vendor and its employees shall exercise reasonable skill, care and diligence in the provision of the Apparel and Services required under this Agreement in accordance with customarily accepted good professional practice. Such performance shall be to the satisfaction of the District, and shall meet or exceed the quality and standards commonly accepted in the industry.

B. All Apparel and Services provided by the Vendor shall be performed in a reasonably prompt manner. The Vendor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay, and shall give the required Apparel and Services such priority in its office as is necessary to cause the Apparel and Services hereunder to be timely and properly provided. **TIME IS OF THE ESSENCE WITH RESPECT TO THE VENDOR'S PROVISION OF APPAREL AND SERVICES UNDER THIS AGREEMENT.**

C. If any errors, omissions or acts, intentional or negligent, are made by the Vendor, in any phase of the provision of Apparel and Services, the correction of which requires additional Services, the Vendor shall be required to perform such additional Services as may be necessary to remedy same without undue delay and without any cost to the District.

**Section 8: Conflict of Interest.** The Vendor covenants that it has no conflicting public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its Services under this Agreement.

**Section 9: Confidentiality and Ownership of Documents.**

A. The Vendor agrees that all images and data which the Vendor receives from the District or prepares for the District, are the property of the District. Except as otherwise required by law, including, but not limited to the Illinois Freedom of Information Act, the Vendor shall maintain the confidentiality of all information that is designed by the District as confidential, and shall not disclose the content thereof to any person other than its employees who require the information to perform the Services under this Agreement.

B. The documents and materials made or maintained by the Vendor under this Agreement shall be and will remain the property of the District, and the District shall have the right to use same without restriction or limitation and without compensation to the Vendor other than as provided for in this Agreement.

**Section 10: Compliance with Laws.**

A. The Vendor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the provision of the Apparel and Services. Included with the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

B. The Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The Vendor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post, in conspicuous places accessible to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this non-discrimination clause. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of such Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed,

color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

C. The Vendor shall hold all licenses, permits or special licenses to provide the Apparel and Services required by this Agreement, as required by law, or shall employ or work under the general supervision of a holder of such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the work under this Agreement.

**Section 11: Modification or Amendment.** The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

**Section 12: Term of this Agreement.** The initial term of this Agreement shall be commence upon execution of this Agreement by both parties, and shall terminate on April 30, 2017. This Agreement shall remain in full force and effect throughout such term. At the expiration of the term, this Agreement may be extended for one (1) year if such extension is desired by the District and the Vendor; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners.

In the event the District or the Vendor are unable to extend the term of this Agreement under the same terms and conditions, either party may terminate this Agreement by written notice to the other party at least thirty (30) days prior to the expiration of the term of this Agreement. In that case, this Agreement will terminate at midnight at the end of its current term.

**Section 13: Termination.**

A. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon thirty (30) days written notice to the other party; provided that in the event of the Vendor's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.

B. District's right to terminate: The District may terminate this Agreement, without prejudice to any other right and remedy, upon notice to the Vendor that it has failed to provide the Apparel and Services in a timely manner; failed to meet the Specifications set forth in the Contract Documents; failed to make prompt payment of monies due for materials, workers or subcontractors; violated applicable laws and/or ordinances or regulations; or otherwise violated the requirements of this Agreement.

C. Upon any termination of this Agreement, all data, work product, reports and documents produced under this Agreement and paid for by the District shall become the property of the District, and such documents shall be delivered to the District within fourteen (14) days of such termination. The District may arrange for completion of the Apparel and Services by whatever method the District may deem expedient and, in such case, the Vendor may not be entitled to receive any further payment, except as provided in Paragraph D of this Section.

D. Upon any termination of this Agreement, the District's liability to the Vendor shall be limited to payment of the Vendor's fees for Apparel and Services which were satisfactorily provided, payment for any reimbursable expenses incurred, and payment for materials used up to the date of termination. Upon such termination, the District shall have no further obligation or liability for compensation of any expenses, fees or costs of the Vendor hereunder.

**Section 14: Vendor as Independent Contractor.** The relationship of the Vendor to the District is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the District to exercise control or direction over the manner or method by which the Vendor provides the Apparel and Services hereunder. The Vendor warrants that all personnel provided by it with respect to the Apparel and Services shall be employees of the Vendor. At all times during the course of providing Apparel and Services hereunder, the Vendor's employees shall be and remain employees of the Vendor and not employees of the District. The Vendor, and not the District, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law. The Vendor shall defend, indemnify and hold the District harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Vendor's employees provided by it with respect to the Apparel and Services. The Vendor shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Vendor expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from the District any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Vendor providing the Apparel and Services pursuant to this Agreement.

**Section 15: Entire Agreement.** This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Vendor's Apparel and Services other than those contained herein. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

**Section 16: Assignment.** Neither the District nor the Vendor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Section 17: Severability.** In the event that any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the

remainder of the Agreement. The remainder of the Agreement shall be construed as if it did not contain the particular provision and shall continue in full force, effect and enforceability in accordance with its terms, to the fullest extent permitted by law.

**Section 18: Governing Law.** This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 19: Notices.** Any notice required under this Agreement shall be in writing, and shall be mailed, postage prepaid, to the following addresses and parties:

To the District:

Oak Brook Park District  
Attention: Executive Director  
1450 Forest Gate Road  
Oak Brook, IL 60523

To the Vendor:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, IL \_\_\_\_\_

**Section 20: Failure to Enforce Breach Not a Waiver.** The parties agree that the waiver of or failure to enforce any breach of this Agreement by the other party shall not be construed or otherwise operate as a waiver of any future breach of this Agreement, and shall not bar or prevent the other party from enforcing this Agreement with respect to any other breach.

**Section 21: Force Majeure.** Neither party shall be liable to the other for any delay or non-performance of their respective obligations under this Agreement if such delay or non-performance is caused by any contingency beyond their control, including but not limited to acts of God, war, civil unrest, walkouts, fires or natural disasters.

**Section 22: Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship between the District or the Vendor and any third party; however, it is understood and agreed that the District is an intended third-party beneficiary of all contracts between the Vendor and any other party related to the Apparel and Services to be provided by the Vendor hereunder.

**IN WITNESS THEREOF,** the parties set their hands and seals as of the date first written above.

**OAK BROOK PARK DISTRICT**

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

Sharon Knitter  
President

Attest: \_\_\_\_\_

Laure Kosey  
Secretary

**VENDOR:** \_\_\_\_\_

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

One of its Principals

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Its \_\_\_\_\_

Print Name: \_\_\_\_\_



**Exhibit A**  
**Vendor's Bid Submittal Form**

(Successful Bidder's submittal sheets will be placed here for the execution of the agreement,  
which will occur after the bid is accepted by the Board of Park Commissioners.)