

## INSTRUCTIONS TO BIDDERS

**DATE: May 30, 2017**

**BID REQUEST: HVAC Purchase**

Sealed bids will be accepted until **11:00 a.m., Tuesday, June 13, 2017**, at which time the bid proposals will be publicly opened and read aloud in the conference room at the Oak Brook Park District, Administrative Office, at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523. Any bids received after this time will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Oak Brook Park District Board of Commissioners at a regularly scheduled meeting.

The Oak Brook Park District and Owner are one and the same. The Owner's representative, Laure Kosey, Executive Director, can be contacted at 630-645-9535 or lkosey@obparks.org.

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

### **1. Submission and Presentation of Bid**

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 bid name, date and time of opening must be located in the lower left corner of the envelope. The Oak Brook 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.

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.

## **2. 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 five (5) 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 Contractor, and all estimates and decisions shall be final and conclusive. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. 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.

## **3. Examination Drawings and Specifications**

Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings, if any, and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested at least 5 days prior to the bid opening.

If an error or omission is discovered after the bid opening, the Oak Brook 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 Oak Brook Park District before proceeding with the work. If the Bidder fails to make such a request, the Oak Brook Park District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the Oak Brook 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 work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). 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 Drawings and Specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of Drawings and Specifications or which

are customarily performed, shall not relieve the Bidder from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

#### **4. Qualifications of Bidder**

The Oak Brook Park District may take action deemed necessary to investigate the qualifications of each Bidder. Bidders must demonstrate that they have sufficient resources in order to accomplish delivery of the equipment by the specified completion date.

#### **5. Prices**

The prices are to include the delivery of all materials; including equipment, supplies, tools, transportation, insurances, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in 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.

#### **6. Bid Bond**

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

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Oak Brook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the work.

The failure of the successful Bidder to enter into the Contract within ten (10) days after the award of the Contract, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Park District need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

#### **7. Acceptance and Rejection of Bids**

The Park District may accept the bid of, and award the contract for the work to, the lowest responsive and 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. 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 Oak Brook 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, the Oak Brook 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 Oak Brook Park District Board of Commissioners.

The Oak Brook 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 Oak Brook 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 ten (10) 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 and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, 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 between Owner and Contractor comprise the Contract Documents.

#### **9. Tax Exemption**

The Oak Brook 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 Oak Brook 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 Oak Brook 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 Oak Brook 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. Withdrawal of Bids**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of one hundred twenty (120) calendar days.

**END OF SECTION**

## **GENERAL CONDITIONS**

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

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, unless as otherwise modified by the Contract Documents.

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

The successful Bidder warrants to the Oak Brook Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Oak Brook Park District.

The Bidder must present the Oak Brook Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Oak Brook Park District. The Bidder guarantees the standard manufacturer's warranty. Any such defects must be corrected, either through repair or replacement, at the Bidder's expense.

### **3. Materials**

All materials supplied by the successful Bidder shall be new materials of the like and kind specified. Defective materials and equipment must be replaced or repaired in a manner satisfactory to the Oak Brook Park District.

### **4. Delivery**

The successful Bidder shall deliver the equipment to the Park District's Family Recreation Center located at 1450 Forest Gate Road, Oak Brook, Illinois on or before August 31, 2017. Bidder will arrange for delivery of the equipment through a carrier chosen by Bidder, the costs of which shall be F.O.B. Oak Brook, Illinois.

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

The successful Bidder shall not grant rights in or to, or otherwise encumber the equipment or any parts of the equipment, 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 equipment shall be transferred to District upon acceptance of the equipment by District. Title to, and the risk of loss, injury or destruction from any casualty to the equipment, regardless of cause, will be the responsibility of Bidder until the equipment has been received, inspected and accepted by District.

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

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

Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the equipment or for the failure of the equipment 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 successful Bidder defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from District to commence and continue correction of such default or neglect with diligence and promptness, 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 Bidder the cost of correcting such deficiencies, including compensation to District for any and all expenses related thereto. If payments then or thereafter due Bidder are not sufficient to cover such amounts, Bidder shall pay the difference to District.

The rights and remedies of District stated in 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 that in any manner pertain to this work. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. Lack of knowledge on the part of the Bidder will in no way be cause for release of this obligation. Unless as otherwise specified by the Contract Documents, the Bidder shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Oak Brook 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 Bidder.

## **9. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Oak Brook Park District and their 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 work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting 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 Oak Brook 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 Bidder's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

**BID FORM**

**HVAC EQUIPMENT**

Proposal of \_\_\_\_\_.

Hereinafter called "Bidder", (a)/(an) \_\_\_\_\_ (corporation, partnership, individual)

doing business as \_\_\_\_\_.

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

To the Oak Brook Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for **HVAC EQUIPMENT**, having examined the Specifications and other Contract Documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Oak Brook, Illinois.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Bidder hereby agrees to start work within ten (10) days after receipt of signed agreement from the Owner and to substantially complete the project as specified in the Bid Documents.

Bidder agrees to perform all of the work described in the Contract Documents for the following price:

\$ \_\_\_\_\_ Base Bid

Accompanying this bid is a: a) Bid Bond; or b) Cashier's Check (circle one), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) (10% of bid amount) the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

The Bidder hereby certifies:

- 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 and alternates as submitted on the Bid Proposal Form;
- C. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- D. To hold the bid open for one hundred twenty (120) days subsequent to the date of the bid opening;
- E. To enter into and execute a Contract with the Owner within ten (10) 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 work in accordance with the Contract Documents; and
  - (2) Complete the work 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 furnish a Bid Bond in accordance with the Instructions to Bidders;
- H. To commence work as specified in the Instructions to Bidders, and to prosecute the work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract; and

I. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

Signature \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO before me

this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

STATE OF ILLINOIS     )  
  )  
COUNTY OF \_\_\_\_\_ )



## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**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 administrated 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 administrated 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 Oak Brook 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.

CONTRACTOR

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

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

(SEAL)

648808