

## Oak Brook Park District

1450 Forest Gate Road • Oak Brook, IL 60523-2151 Phone: 630-990-4233 • Fax: 630-990-8379 • www.obparks.org

Oak Brook Park District Tennis Center Racquetball Court Lights Bid Packet

Alin Pop Tennis Center Manager 630-645-9510 apop@obparks.org

Laure Kosey, Executive Director 630-645-9535 lkosey@obparks.org



We strive to provide the very best in park and recreational opportunities, facilities and open lands for our community.

#### INVITATION TO BID OAK BROOK PARK DISTRICT TENNIS CENTER RACQUETBALL COURT LIGHTS

The Oak Brook Park District (the "District") is accepting bids for the purchase of Tennis Center Racquetball Court Lights.

Specifications and Contract Documents may be obtained beginning August 26, 2015, 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 downloading from the District's website <u>www.obparks.org</u>, selecting the "General Info" tab, and then selecting "Bids and Requests for Proposals."

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 – Tennis Center Racquetball Court Lights".

Bids must be received on or before Wednesday, September 9, 2015 at 10:30 a.m., 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 Tennis Center Racquetball Court Lights Bid

#### **OBJECTIVE:**

The Oak Brook Park District (the "District") is accepting bids for purchase of Tennis Center Racquetball Court Lights (the "Lights") according to the Specifications provided herewith.

#### **QUALIFICATIONS:**

Bidders must provide references documenting satisfactory delivery of Lights similar to those identified in the Specifications, for clients similar to the District. Each Bidder's principal place of business must be located within 400 miles of the Chicago metropolitan area.

<u>Voluntary site tour:</u> A voluntary site tour meeting with Alin Pop, Tennis Center Manager may be scheduled by email to apop@obparks. The site tour meeting must be scheduled to occur on or before September 7, 2015, Monday – Friday, from 9:00 a.m. – 3:00 p.m., at the District's Tennis Center, 1300 Forest Gate Road, Oak Brook, IL.

#### **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.

#### 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 contract and other information called for will be considered.
- 5. Each bid shall be sealed in an envelope marked and addressed as follows:

"Bid Proposal – Tennis Center Racquetball Court Lights 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 September 9, 1015, at 10:30 a.m. 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 Tennis Center Racquetball Court Lights
- 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, Substance Abuse Prevention Certificate
- 6. Specifications for Tennis Center Racquetball Court Lights

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: <u>lkosey@obparks.org</u>. 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 provide the Lights.
- 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. 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 Lights similar to those 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, if any, will be made on June 15, 2014.

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 Tennis Center Racquetball Court Lights" 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 and applicable to the Agreement and the provision of the Lights.

#### **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 5/33E-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.

#### **DELIVERY SCHEDULE:**

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

#### **GUARANTEES:**

By entering the Agreement with the District, the successful Bidder shall agrees to provide the District with manufacturer's warranties for all materials and equipment provided pursuant to the Specifications in a timely manner.

#### **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 the Lights shall be made upon delivery to and acceptance by the District and in accordance with the prices specified in the Vendor's Bid Submittal.

#### 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
- Drug Free Work Place Act Compliance Sheet
- Substance Abuse Prevention Program Certification
- District/Vendor Agreement as prepared by District's counsel

#### 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

\_\_\_\_\_\_, the Vendor under a certain contract dated \_\_\_\_\_\_, 2015, for Tennis Center Racquetball Court Lights 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 \_\_\_\_\_, 2015

NOTARY PUBLIC

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

\_\_\_\_\_\_, the Vendor under a certain contract dated \_\_\_\_\_\_, 2015 with the Oak Brook Park District for Tennis Center Racquetball Court Lights, 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;

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	_, 2015

NOTARY PUBLIC

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

I, \_\_\_\_\_\_(name of signatory), on oath hereby states and certifies that \_\_\_\_\_\_(name of Vendor), pursuant to a Contract dated \_\_\_\_\_\_, 2015 with the Oak Brook Park District for Tennis Center Racquetball Court Lights, 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 \_\_\_\_\_, 2015.

NOTARY PUBLIC

#### **BID SUBMITTAL FORM**

TO:	1450 Fore	k Park District st Gate Road k, IL 60523	
FROM:	NAME O	F BIDDER	
	STREET ADDRESS		
	CITY	STATE	ZIP
	PHONE		

#### FOR: Tennis Center Racquetball Court Lights ("Lights")

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 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 the Lights and supply and deliver all materials and equipment described in the Contract Documents. The undersigned bidder hereby proposes to provide and furnish all of the materials and equipment, and all transporting services required, as stated 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 Lights, materials and equipment to be provided and the conditions under which they must be provided; 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 execute the Agreement and deliver the Lights 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 materials and equipment; 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 agrees to perform the Work for the following prices:

Base Project Cost: S	\$
----------------------	----

Provide price per additional lamp for maintenance reserve: \$\_\_\_\_\_

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

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

Addendum No.	Date:	
nuuciiuuiii 110.	Dute.	

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

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

Email Address

Phone Number

#### **Bidder's Reference List:**

Please list the name, address, phone number and job description for three (3) clients for whom you have satisfactorily delivered Lights similar to those listed in the Specifications, for clients similar to the District.

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

Contact Person	Address	
Phone Number	E-Mail	
Description of Lights Delivered		
Name of Park District, School I	District, Municipality, or Business	
Contact Person	Address	
Phone Number	E-Mail	
Description of Lights Delivered		
Name of Park District, School I	District, Municipality, or Business	
Contact Person	Address	
Phone Number	E-Mail	
Description of Lights Delivered		

#### AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND FOR TENNIS CENTER RACQUETBALL COURT LIGHTS

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, between Oak Brook Park District, DuPage and Cook Counties, Illinois (the "District"), and \_\_\_\_\_, \_\_\_\_\_ County, IL \_\_\_\_\_ (the "Vendor").

#### WITNESSETH:

WHEREAS, the District requires Tennis Center Racquetball Court Lights, as set forth in the documents that are deemed the "Contract Documents", as identified in Section 2 of this Agreement (the "Lights"); and

**WHEREAS,** the Vendor is in the business of providing Lights of the required type and nature required, and is willing and able to provide the Lights for the District; and

WHEREAS, the District has selected the Vendor to provide the Lights for the District,

**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 Contract. The Vendor shall provide the Lights 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 Tennis Center Racquetball Court Lights
- 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, Substance Abuse Prevention Certificate
- 6. Specifications for Tennis Center Racquetball Court Lights

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: Delivery Schedule. The Lights shall be delivered as provided in the Specifications. TIME IS OF THE ESSENCE WITH RESPECT TO THE VENDOR'S PROVISION OF THE LIGHTS UNDER THIS AGREEMENT.

<u>Section 4:</u> Compensation. The District shall pay the Vendor for the Lights upon their delivery to and acceptance by the District. If the District requires changes in the Lights or additional Lights, the District will request such changes or additional Lights 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 Lights, the District will approve a change order in accordance with law. The Vendor shall submit to the District its invoice for delivered Lights upon their delivery to the District. Upon receipt, review and acceptance of the Lights 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".

<u>Section 5:</u> Compliance with Laws. 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 and are relevant to the provision of the Lights.

**Section 6: Modification or Amendment.** The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

Section 7: Term of this Agreement. This Agreement shall be effective upon execution hereof by both parties, and shall terminate upon satisfactory delivery to and acceptance by the District of the Lights.

<u>Section 8:</u> Termination. 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 ten (10) 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. 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 Lights 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. In the event of such termination, the District may arrange for provision of the Lights by whatever method the District may deem expedient and the District shall have no liability for payment to the Vendor.

Section 9: 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 matters contained in this Agreement.

<u>Section 10:</u> 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.

<u>Section 11:</u> 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.

<u>Section 12:</u> 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 13: 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:

<u>Section 14:</u> 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.

<u>Section 15:</u> 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 16: 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 Lights 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

<b>VENDOR:</b>		
_		
D		

By: \_\_\_\_\_ One of its Principals Print Name: \_\_\_\_\_

Attest:

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

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

#### Oak Brook Park District Tennis Center

#### **Racquetball Courts Lights Specifications:**

Delivery shall be made to the Oak Brook Park District Tennis Center, 1300 Forest Gate Road, Oak Brook, IL 60523 before November 5<sup>th</sup> 2015.

#### Base Bid

 Provide cost to deliver 49 direct luminaries and installation hardware to provide a one for one replacement of the 48 current fixtures plus one additional fixture for maintenance reserve. The luminaries and installation hardware shall fit in the existing 2'x2 slot. The direct luminaries, or luminary cover, shall be resistant to ball impact. All fixtures shall be UL or CE approved; LED fixtures must be DLC listed.

LED technology is preferred but not mandatory.

2. Provide cost for each additional lamp for maintenance reserve.

#### **Submittals**

Bidders shall submit the following reports with the Racquetball Court Lights bid submittal:

- 1. Technical specifications for the proposed solution:
  - a. Name of manufacturer and model of the proposed luminary
  - b. watts per fixture
  - c. ratings
  - d. initial lumens, depreciation and rated hours of life expectancy
  - e. Color Rendering Index "CRI"
  - f. Kelvin temperature
  - g. ballast information
- Computer generated foot-candle calculation summary report providing the Average, Minimum and Maximum readings based on following Racquetball court size: Length 40', Width 20', Height 20'; Reflectivity: 50% ceiling, 50% walls and 40% floor; Light Loss Factor of 0.85; Number of direct luminaries per court 8.

Preferred readings will have an average of 60 or more foot candles.

- 3. Energy Efficiency report comparing current Racquetball Court lighting system with Bidder's proposed lighting system by the following categories:
  - a. Watts per fixture (Current Racquetball Court lights are 400W per lamp, one lamp per fixture)
  - b. Number of fixtures (48 fixtures, 8 fixtures per court, 6 courts)
  - c. Estimated hours of usage (2,604)
  - d. Kw Hours
  - e. Annual Kw Hour reduction