

**Recreation Center
Fitness Equipment Replacement**



Bids are due on or before 2:00 p.m. on Thursday, June 2, 2022.

All bids must be returned to:

Downers Grove Park District
Administrative Office
2455 Warrenville Road
Downers Grove, IL 60515-1726

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May 12, 2022

Dear Interested Vendor:

The Downers Grove Park District intends to award a contract for the replacement of select pieces of fitness equipment. **One Lump Sum contract will be awarded for the total package**, contracts will not be awarded for individual pieces.

All bids must be for the Fitness Equipment specified. **If the fitness equipment listed on the specification is not available to you and you are bidding a substitute, you must provide documentation of the substitute with photos. All changes must be pre-approved by the park district prior to submitting a bid.** Bids shall include removal of all existing fitness equipment, plus installation, labor, materials and delivery costs for the supply and installation of the new fitness equipment. All bids shall include at least two references for previous fitness equipment replacement projects. The park district is not subject to sales tax; therefore, tax should not be included in the total costs.

Interested parties shall submit a proposal to the Downers Grove Park District by completing and returning the enclosed bid proposal forms. **Bids are due on or before 2:00 p.m. on Thursday, June 2, 2022 at which time the bids will be opened and read aloud.** *Sealed bids must be returned to the Downers Grove Park District Administrative Office, 2455 Warrenville Road, Downers Grove, IL 60515-1726.* Faxed or emailed bids will not be accepted.

The bid opening will be conducted at the Administrative Office, 2455 Warrenville Road, on Thursday, June 2, 2022 at 2:00 p.m. The bid envelope shall have the following written on the outside:

**SEALED BID:
RECREATION CENTER FITNESS EQUIPMENT REPLACEMENT
SECRETARY, BOARD OF PARK COMMISSIONERS
YOUR COMPANY NAME**

Park district staff will present bid prices and a recommendation to the Downers Grove Park District Board of Commissioners at their public meeting on Thursday, June 16, 2022. **The Downers Grove Park District reserves the right to reject any and all bids.**

If you have any questions concerning the specifications or bidding procedures, please contact me at 630-963-1858, Monday - Friday, 8:30 a.m. to 4:30 p.m.

Sincerely,

Lukas Wyss
Superintendent of Fitness and Athletics
Downers Grove Park District

Administration Office
2455 Warrenville Road
Downers Grove, IL 60515
Phone: 630.963.1304
Fax: 630.963.1543

Recreation and Fitness Center
4500 Belmont Road
Downers Grove, IL 60515
Phone: 630.960.7250
Fax: 630.960.7251

Lincoln Center
935 Maple Avenue
Downers Grove, IL 60515
Phone: 630.963.1300
Fax: 630.963.5884

Golf Course
2420 Haddow Avenue
Downers Grove, IL 60515
Phone: 630.963.1306
Fax: 630.963.9435

Museum
831 Maple Avenue
Downers Grove, IL 60515
Phone: 630.963.1309
Fax: 630.963.0496

**William F. Sherman, Jr.
Interpretive Center**
901 31st Street
Downers Grove, IL 60515
Phone: 630.963.9388
Fax: 630.963.9389



Additional Information

1. The bid used in awarding the contract shall be the “**Lump Sum Base Bid**” from the lowest responsible qualified bidder submitting a responsive bid; however, the Park District reserves the right to reject any and all bids submitted.
2. The total **Lump Sum Base Bid** shall include all charges related to the materials and labor, delivery, removal of existing equipment, and installation of new equipment.
3. Upon acceptance of this bid by the Owner, the bidder agrees, upon notification by Owner of such acceptance, that bidder will execute and deliver back to the Owner a contract in the form of the attached “Independent Contractors Agreement,” in such amended form as prepared by the Owner's legal counsel.
4. It is anticipated that this project will be awarded on June 16, 2022 at the Board of Park Commissioners meeting. The bidder agrees that if this bid is accepted by the Owner, bidder shall remove the existing fitness equipment between August 22, 2022 and August 26, 2022. The bidder shall Substantially Complete the contract by installing the new fitness equipment on **September 2, 2022**.
5. Payments will be made within 30 days of installation and original invoice. Faxed invoices will not be accepted. Pre-payment is not an option.
6. The equipment listed have been determined to be the most appropriate for the purpose of the park district and this specific project. If the equipment listed on the specifications are not available to you and you are bidding a substitute, you must provide a detailed spec sheet of the substitute. Substitutes must be approved by the park district and must be of equivalent quality. All changes must be pre-approved by the park district prior to submitting a bid.



Company Information/Contact Person

Please Print

Total Lump Sum Base Bid: _____

Person Completing Bid: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Email: _____

The undersigned hereby certifies that he or she is an authorized agent of the company making the enclosed bid, and that such bidder is not barred from contracting with units of local government under sections 33E-3 or 33E-4 of the Public Contracts law (;720 ILCS 5/33E-1 et seq.).

Authorized Signature: _____

Phone #: _____

Date: _____



REFERENCES

Bids will be rejected if two (2) references are not provided

COMPANY _____

CONTACT PERSON _____ **PHONE** _____
Please Print

PROJECT DESCRIPTION _____

COMPANY _____

CONTACT PERSON _____ **PHONE** _____
Please Print

PROJECT DESCRIPTION _____

YOUR COMPANY NAME _____

PERSON SUBMITTING BID (*Please Print*) _____

ADDRESS _____ **CITY** _____ **ZIP** _____

PHONE _____

FAX _____

SIGNATURE _____ **DATE** _____



Downers Grove Park District

Bid Form

Recreation Center Fitness Equipment

Bid Information	
<i>Issue Date</i>	May 12, 2022
<i>Bid Due Date</i>	June 2, 2022 @ 2 pm

D.G. Park District Contact	
<i>Supervisor</i>	Lukas Wyss
<i>Phone Number</i>	630-963-1858

Fitness Equipment Specification	
<i>Description</i>	Fitness Equipment Purchase
<i>Location</i>	4500 Fitness Center – 4500 Belmont Rd. Downers Grove, IL 60515
<i>Brand/Item</i>	1 – Octane Lateral X with Standard Console 1 – Jacobs Ladder 1 – Octane Recumbent Elliptical with Standard Console 1 – Nustep T5 2 – Concept 2 RowErg w/ Tall Legs 2 – Water Rowers – M1-Hirise 1 – ScitFit Pro2 Total Body Ergometer w/ Adjustable Cranks & Adjustable Swivel Seats 1 – Hammer Strength Assist Chin/Dip

Fitness Equipment 5 Year Labor and Parts Warranty	
<i>Description</i>	Fitness Equipment 5 Year Labor and Parts Warranty
<i>Location</i>	4500 Fitness Center – 4500 Belmont Rd. Downers Grove, IL 60515
<i>Brand/Item</i>	1 – Octane Lateral X with Standard Console 1 – Jacobs Ladder 1 – Octane Recumbent Elliptical with Standard Console 1 – Nustep T5 2 – Concept 2 RowErg w/ Tall Legs 2 – Water Rowers – M1-Hirise 1 – ScitFit Pro2 Total Body Ergometer w/ Adjustable Cranks & Adjustable Swivel Seats 1 – Hammer Strength Assist Chin/Dip

Fitness Equipment Specification Removal	
Description	Fitness Equipment Removal/Trade-In
Location	4500 Fitness Center – 4500 Belmont Rd. Downers Grove, IL 60515
Brand/Item	1 – Jacobs Ladder (SN: 12757) 1 – Octane Lateral X (SN: F1705PL01155-01) 1 – Octane Recumbent Elliptical (SN: L1706PA00904-01) 1 – NuStep T5 (SN: T5106227) 2 – Concept 2 Rowers (SN: 0622120-1D4-410070217) (SN: 1030140-2711-430032760) 2 – Water Rowers MS High Rise (SN: 215232) (SN: 215230) 1 – SciFit Pro2 UBE (SN: 660-013661) 1 – Cybex VR1 Lat/Row (SN: H011013250254N)

Bidder Response

Vendor Name: _____ Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Description of Work	Area	Price
Removal of existing equipment	Fitness Center	
Trade In Credit of Existing Equipment	Fitness Center	
Fitness Equipment Purchase	Fitness Center	
Installation of Equipment	Fitness Center	
	Total Lump Sum Bid:	

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between _____ (hereafter the "Contractor") and the DOWNERS GROVE PARK DISTRICT (hereafter "Agency").

WHEREAS, Contractor will be performing services and work for the Agency as set forth in the Proposal dated _____ (collectively the "Project Documents") which is attached hereto and incorporated herein as Exhibit A; and includes a Lump Sum Fee Proposal of \$ _____; and

WHEREAS, Contractor may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

WHEREAS, the Project Documents, and this Agreement comprise the terms of the engagement of the Contractor by the Agency and are hereby incorporated into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of municipal ordinances, municipal permit requirements, Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, traffic and public utility regulations, and laws concerning the disposal of all forms of waste from the Project.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Agency and to indemnify and hold harmless the Agency and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Agency would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Agency, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of the Agency, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoremen's): Statutory
- c. Employer's Liability

\$500,000.00	Per Accident
\$500,000.00	Disease, Policy Limit
\$500,000.00	Disease, Each Employee

2. Commercial General Liability:

1. \$2,000,000.00 General Aggregate
2. \$1,000,000.00 Products Completed Operations Aggregate
3. \$1,000,000.00 Personal and Advertising Injury
4. \$1,000,000.00 Each Occurrence
5. \$ 50,000.00 Fire Damage (any one fire)
6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):

- a. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
- b. Property Damage:

\$1,000,000.00	Per Occurrence
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4. Umbrella Excess Liability:

- | | |
|----------------|------------------------|
| \$2,000,000.00 | over Primary Insurance |
|----------------|------------------------|

4. To have all policies of insurance purchased or maintained in fulfillment hereof name the Agency as an additional insured thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the Agency as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of Agency to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Agency to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Agency. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. To agree that nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
6. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
7. Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Agency. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Agency as required by Statute. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Agency against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the

prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions.

8. Where the Contract Sum is equal to or exceeds \$50,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of 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 bid guarantee.
9. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

/SIGNATURE PAGE TO FOLLOW/

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Agency, it being specifically agreed that the Contractor bears the relationship of an independent Contractor to the Agency.

This agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the Agency.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20____.

DOWNERS GROVE PARK DISTRICT

CONTRACTOR

Name

Title

DRAFT