



**Lake Bluff Health & Fitness Center
355 W. Washington Ave.
Lake Bluff, IL 60044**

Fitness Equipment

Project Manual

Prepared By:
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December 29, 2017

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LEGAL NOTICE

Lake Bluff Park District
355 West Washington Avenue
Lake Bluff, Illinois 60044

Project Name: Fitness Equipment

The Lake Bluff Park District does hereby invite sealed bids for Fitness Equipment.

Project manuals, including bid forms and specifications are available after 10:00 A.M. on December 29, 2017 from Lake Bluff Park District Recreation Center, 355 W. Washington Ave., Lake Bluff, Illinois 60044, 847-234-4150, www.lakebluffparks.org.

A prebid meeting will be held at 10:00 a.m. on Monday, January 8, 2018, at the Recreation Center, 355 West Washington Ave., Lake Bluff, IL.

Bids will be accepted at the Lake Bluff Park District, 355 West Washington Avenue, Lake Bluff, Illinois 60044, during regular office hours. All bids must be submitted in a sealed envelope marked with the Contractor's name and address, and "Fitness Equipment," on the face of the envelope. Bids must be received no later than Monday, January 15, 2018 at 10:00 A.M. Bids will be opened on January 15, 2018 at 10:01 A.M. at the Lake Bluff Park District, 355 West Washington Avenue, Lake Bluff, Illinois 60044.

The successful bidder, as determined by the Lake Bluff Park District, shall be required to pay, and to agree to pay no less than the Prevailing Rate of Wages, pursuant to the Illinois Prevailing Wage Act (820 ILCS 130) for the locality of the Lake Bluff Park District (Lake County), to each laborer worker, or mechanic needed or used to complete the work as detailed in the contract to be let. The successful contractor and all subcontractors shall be required to submit, to the Lake Bluff Park District, certified payrolls no later than the tenth day of each calendar month for the immediately preceding month.

The Lake Bluff Park District reserves the right to reject any and all proposals, parts of any and all proposals, or to waive technical errors or omissions in submitted proposals. No submitted bid may be withdrawn until a period of sixty (60) days after the bid opening date, without written consent of the Lake Bluff Park District. The Lake Bluff Park District encourages minority business firms to submit bids on this project and the successful contract bidder to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. Questions should be directed to Tim Rochford, Fitness & Healthy Lifestyle Manager at (847) 457-7361 or trochford@lakebluffparkdistrict.org.

Published December 29, 2017 in the *Lake County News-Sun*.

INVITATION TO BID

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SPECIFICATIONS FOR FITNESS EQUIPMENT

Equipment is specified as Precor and Octane (see bid purchase form) in order to designate a high level and standard of quality and capabilities that the District is seeking to purchase/lease. ***Bidder may substitute an equivalent alternative.*** If more than one item is included in the bid, that number will be shown in parenthesis.

Octane Fitness ZR7000 Zero Runner (Quantity 2)

| | |
|--|--|
| <p align="center">Mechanical Features</p> <p>User-defined running motion Dynamic stride length – 58” Low step-up height – 5.2” Pedal spacing – 2” Rubber non-slip pedals Rubber non-slip step</p> <p>One-time lock-out handlebars Tablet/reading rack Water bottle holder</p> <p>Quiet operation Transport wheels</p> | <p align="center">Electronic Features</p> <p>Resistance levels – 15 Bluetooth 4.0 Self-powered Quick Start Wireless Heart Rate (ANT+ and Polar) Digital Heart Rate sensors on stationary handlebars Workout programs – 12</p> <hr/> <p align="center">Pre-Set Programs</p> <p>Quick Start, Manual, Distance Goal, Calorie Goal, Interval</p> <hr/> <p align="center">Advanced Programs</p> <p>30:30 Interval, CROSS CIRCUIT Sole, Group, Total Body Blast, Lower Body Blast, Upper Body Blast, Core</p> |
| <p align="center">Console</p> <p>Standard – large LED display with integrative capacitive buttons</p> | |
| <p align="center">Specifications</p> <p>Maximum user weight – 400 lbs Weight 357 lbs. Footprint (W x L) 43.2” x 69.6” Weight with CROSS CIRCUIT 382 lbs.</p> | |
| <p align="center">Warranty</p> <p>Frame Lifetime Parts 5 years Labor 1 year</p> | |

Cybex R Series Treadmill 50 L (Quantity 2)

| | |
|--------------------------------------|--|
| Features | |
| IS4 Intelligent Suspension System | |
| Interval Training Zone touch control | |
| Optional service wheel | |
| Specifications | |
| Running surface area | 21" x 60" |
| Foot print | 83" x 36" x 62.5" |
| Speed | .5 to 14 mph |
| Incline Levels | 0% to 15% |
| Max. User Weight | 400 lbs. |
| Drive | 4.0 HP AC motor |
| Power | 120 V, 20A outlet with dedicated line, neutral, ground wires and dedicated circuit breaker |
| Entertainment Options | MYE and attachable TV options for 50L Console |
| Charging | USB port for software updates & device charging |
| Heart Rate Monitoring | Contact Ergo Handles |
| Safety | Emergency stop system and safety stop pull cord |
| Color | Platinum sparkle |
| Warranty | |
| Parts (Mechanical) | 2 years |
| Cosmetics | 6 months |
| Labor | 1 year |

OCTANE Air-DyneX (Quantity 2)

| | |
|---|--|
| Features | |
| 26 blade performance fan | Stabilizer feet/levers |
| Multi-grip handlebars | Foot pegs |
| Drive system – single-stage belt | Replaceable pedals |
| Weighted inertia ring | Multi-position seat with pop pin knobs |
| Sealed bearings at pivot points | Replaceable seat capability |
| Reinforced steel cranks | Water bottle holder |
| Reinforced steel handlebars | |
| Electronic Features | |
| LCD Tachometer Display | Quick program keys |
| Resistance progressive with wind levels | Polar wireless heart rate compatible |
| Quick Start | Watts calibration & Class A Watts Rating |
| Workout Info | |
| 9 workout programs – 20/10 Interval, 30/90 Interval, Custom Interval, Time Target, Calorie Target, Kilojoules Target, Miles Target, and Kilometers Target | |
| Specifications | |
| Maximum User Weight 350 lbs. | Product weight 133 lbs. |
| Dimensions – 55”L x 26”W x 53”H | |
| Warranty | |
| Frame | 10 years |
| Parts | 3 years |
| Labor | 6 months |

WaterRower Natural Rower (Quantity 1)

| | |
|--------------------------------------|---|
| Features & Specifications | |
| Solid Ash Kiln-Dried Hardwood | Maximum User Height – Up to 38” inseam |
| Resistance method – water flywheel | Maximum User Weight – In excess of 700 lbs. |
| Resistance levels – self-regulating | Dimensions – 82.25”L x 22.25”W x 20”H |
| No impact, non-load bearing | Entry Height – 12” |
| Storability – stores on end | Weight – 66.5 lbs. empty, 103.5 lbs. with 17 L of water in tank |
| Maintenance | |
| No lubrication required | Add purification tablet (free) every 3-6 months |
| Warranty | |
| Parts | 1 year |
| Frame | 5 years |

Cybex Adjustable -10 to 80-degree Bench (Quantity 2)

| | |
|---|-------------------|
| Features | |
| Back pad has 8 positions | -10 to 80 degrees |
| Seat pad has 3 positions | 0 to 20 degrees |
| Wheels and a handle for easy moving and that doubles as a foot rest | |
| Specifications | |
| 57" x 26" x 17" | |
| 74 lbs. | |
| Custom colors for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybex Dip/Chin/Leg Raise (Quantity 1)

| | |
|---|----------|
| Features | |
| Slightly reclined and angles elbow rests | |
| Dual grip positions | |
| Pull up bar that offers both barbell and neutral grip options | |
| Step up platform | |
| Specifications | |
| 59" x 50" x 99" | |
| 214 lbs. | |
| Custom color options for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybox 45-degree Back Extension (Quantity 1)

| | |
|---|----------|
| Features | |
| Pivoting thigh pad Adjustment range of 13.5" (34 cm) | |
| Specifications | |
| 58" x 30" x 32" 106 lbs. Custom colors for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybox Bent Leg Abdominal Board (Quantity 1)

| | |
|--|----------|
| Features | |
| Back pad adjusts in five increments from -30 degrees to 10 degrees Elevated knee pads Leg pads can adjust Roller pads Assist handle for user | |
| Specifications | |
| 57" x 28" x 41" 126 lbs. Custom colors for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

True Paramount XFW-8200 3 Way Bench Press with Plate Holders (Qty 2)

| | |
|--|----------|
| Features | |
| Adjusts into 3 positions: Supine, 30 degree Incline, 10 degree decline 3 position seat and dual position foot rest Replaceable, 3 position chromed bar catches with 6 plate holders Dual foot rest tubes with custom, molded rubber, non-skid foot grips Floor anchor provisions | |
| Specifications | |
| 75" x 65" x 56" 239 lbs. Custom colors for frame and upholstery | |
| Warranty | |
| Frame components and welds, excluding coatings | 10 years |
| Bronze bushings, seated rotating bearings, pulleys, weight plates and guide rods excluding coatings | 5 years |
| Cables, Linear Bearings and Shafts and all other components not mentioned elsewhere in this warranty | 1 year |
| Normal wear parts including but not limited to Labels, Upholstered Pads and Grips | 90 days |
| Labor | 1 year |

Cybox Smith Press – Fixed Bar/Counterbalanced, 7' height (Quantity 1)

| | |
|--|----------|
| Features | |
| Open walk-through design 15 lb. take off weight 90-degree path of motion 18 bar and catch hooks that adjust in 4" increments Weight plate holders – 4 on each side (8 total) | |
| Specifications | |
| 54" x 84" x 84" 380 lbs. Custom colors for frame | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybex Plate Loaded Squat Press (Quantity 1)

| | | |
|--|--|----------|
| Features | | |
| Direct linkage system that provides a variable resistance profile Four bar linkage mechanism which maintains proper ankle position through full range of motion | | |
| Specifications | | |
| 82" x 59" x 63" 342 lbs. Custom colors for frame and upholstery | | |
| Warranty | | |
| Parts | | 2 years |
| Labor | | 1 year |
| Frame | | 10 years |
| Belts, Cables, Grips & Upholstery | | 120 days |

Cybex Seated Calf (Quantity 1)

| | | |
|---|--|----------|
| Features | | |
| Seat moves with input arm to maintain alignment Kneepads adjust for tibia length and range of motion | | |
| Specifications | | |
| 58" x 30" x 39" 147 lbs. Custom colors for frame and upholstery | | |
| Warranty | | |
| Parts | | 2 years |
| Labor | | 1 year |
| Frame | | 10 years |
| Belts, Cables, Grips & Upholstery | | 120 days |

Cybex Scott Curl Bench (Quantity 1)

| | |
|--|----------|
| Features | |
| Elbow pad is angled 55 degrees Seat is angled 10 degrees | |
| Specifications | |
| 39" x 29" x 37" 96 lbs. Custom colors for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybex Adjustable Decline Bench (Quantity 1)

| | |
|---|----------|
| Features | |
| Back pad adjusts from 15 to 30 degrees in 8 settings Legs are supported and knees are elevated | |
| Specifications | |
| 61" x 23" x 26" 60 lbs. Custom colors for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybex Utility Bench (Quantity 1)

| | |
|--|----------|
| Features | |
| Back angle is 85 degrees Footrest on frame | |
| Specifications | |
| 46" x 26" x 38" 50 lbs. Custom colors for frame and upholstery | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Cybex Barbell Rack (Quantity 1)

| | |
|--|----------|
| Features | |
| Holds 10 barbells Upright design | |
| Specifications | |
| 38" x 33" x 55" 130 lbs. Custom colors for frame | |
| Warranty | |
| Parts | 2 years |
| Labor | 1 year |
| Frame | 10 years |
| Belts, Cables, Grips & Upholstery | 120 days |

Reflex Fitness 9' tall Functional Rig, 10' x 4' (Quantity 1)

| Features | Description |
|---|---|
| 6 - RT3-9 Uprights 2 - RT3BC-69 Bridge Chin w/Chin Bar 1 - RT3BC-42 Bridge Chin w/Chin Bar 1 - RT3 42" Ball Grip Bridge 2 - RT3S-42 Single Chin Bar 6 - G2 42" RT3 Monkey Bars | |
| 1 - Reflex Fitness Step Up Platform | RT# ECON Step Up Platform "Long" |
| 1 - Reflex Fitness Landmine Attachment | Gen 2 Landmine attachment w/bronze bushings and 5/8 bolt axles |
| 1 - Reflex Fitness RT3 Dip Attachment | Gen 2 adjustable twist style dip handle with pop pin |
| 2 - Reflex Fitness Step Plate Peg | Single bolt-on weight storage peg 6-1/2 centered |
| 1 - Reflex Fitness 24" Twist Safeties w/1" Pop pin | |
| 1 - Reflex Fitness Square Style J-Hooks (pair) | Gen 2 Tube style J-Hook Pair |
| 1 - Reflex Fitness Flat to Incline Bench | Angle adjustments to 0, 15, 30, 45, 60 & 80 degrees, 11 gauge tubular steel pad support, 3" wheels, 5-way adjustable spotter steps w/6061 aluminum anti-skip plates |
| Specifications | |
| 10' x 4' footprint, 9' tall | |
| Warranty | 1 year |
| Parts | |

ABS Company Tire Flip (Quantity 1)

| Features | Description |
|-----------------------------------|--|
| Training range of 160 to 240 lbs. | Adjustable with free weights (4 – 10 lbs. plates per post) |
| Dual (2) battle rope anchors | |
| Floor mounts | |
| 6 sound reducing bumpers | |
| 8 floor mounting points | |
| 4 floor levelers | |
| Specifications | |
| 4' x 5' footprint | |
| 353 lbs. | |
| Warranty | |
| Parts | 1 year |
| Labor | 1 year |

Torque Tank (Quantity 1)

| Features | Description |
|---|--|
| Exercise sled that may be used on any surface Three levels of resistance Bi-directional Grips have firm rubber coating | does not need to be turned around to use |
| Warranty | |
| Frame & Welds | 10 years |
| Parts | 1 year |
| Upholstery, cables, grips & strap handles | 90 days |

Torque Tank Accessory Kit (Quantity 1)

| Features | |
|---|----------|
| 2 Ropes and Locks 2 V-straps and harnesses | |
| Warranty | |
| Frame & Welds | 10 years |
| Parts | 1 year |
| Upholstery, cables, grips & strap handles | 90 days |

Maintenance and Service: In addition to the bid specifications, please provide an explanation of the company’s maintenance and service plan. This description must include a statement addressing whether or not the company services its own equipment or uses a third party to facilitate repairs to equipment.

Training: In addition to the bid specifications, please provide a detailed explanation of ongoing training opportunities, including product training and continuing education.

Warranty: Please provide warranty information for all equipment and any extended warranty options available.

Special Conditions: The Bidder shall familiarize himself with all of the Contractual Documents and he shall be responsible for all material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Bidder for not familiarizing himself with specifications. The Bidder’s signature on the sealed bid shall be the Owner’s guarantee that the Bidder has met these restrictions.

Bidder may quote on one, any combination of, or all of the items described in the specifications and bid proposal form, including unit prices and alternates (if any).

PROPOSAL FOR: Purchase, Delivery and Installation of Fitness Equipment

TO: Board of Park Commissioners of the Lake Bluff Park District

FROM: _____
(Name of Firm Submitting Bid)

The Contractor (hereinafter called “the Bidder”) has read the Notice of Bidding, Bid Document Cover Sheet, Specifications, and Specific Conditions/Special Provisions prepared by the Lake Bluff Park District (hereinafter called “the Park District”) for the product or service to be acquired or obtained, and the Bidder has made all examinations and investigations required by said documents.

It is understood: (a) that as to the contract which may be awarded upon the proposal, the Park District will obtain the services from the successful Bidder as specified; (b) that it is the intention of the Park District that a contract shall be awarded to the Bidder regarded by the Board of Park Commissioners of the Lake Bluff Park District as being the lowest trustworthy and responsible bid, having regard of the Bidder’s fitness to meet the requirements of the Park District; provided, however, that the right to reject any or all bids is reserved by said Board of Park Commissioners, which has the obligation to award a contract in the best interests of the Lake Bluff Park District. The Lake Bluff Park District reserves the right to confirm that the firm bidding is responsible and trustworthy and the Bidder agrees to provide, upon request, reasonable background information upon which this decision can be made.

DATE: _____

SUBMITTED: _____
(Firm Name of Bidder)

TRADE-IN

Trade-in value of existing equipment must be included on the bid form. The Lake Bluff Park District reserves the right to either use the trade-in value as a credit towards the purchase of the new equipment or not. The vendor may come to inspect the existing equipment during regular business hours.

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|------------------------|--------------------------|---------------------------|
| Cybox Seated Calf Raise | 1 | \$_____ | \$_____ |
| Paramount Adjustable Bench Press | 3 | \$_____ | \$_____ |
| Floor-based Barbell Rack | 1 | \$_____ | \$_____ |
| Cybox Smith Machine | 1 | \$_____ | \$_____ |
| Cybox Adjustable Bench | 1 | \$_____ | \$_____ |
| Paramount Total Shoulder Press PFW 9200 | 1 | \$_____ | \$_____ |
| Precor Leg Press w/Plate Holders | 1 | \$_____ | \$_____ |
| Precor Squat Rack w/plate holders | 1 | \$_____ | \$_____ |
| Cybox Preacher Curl | 1 | \$_____ | \$_____ |
| Precor Adjustable Bench | 2 | \$_____ | \$_____ |
| Precor Stretch Trainer | 1 | \$_____ | \$_____ |
| Stairmaster Free Climber 4400 CL | 1 | \$_____ | \$_____ |
| Precor C956i Treadmill | 2 | \$_____ | \$_____ |
| Precor Elliptical 546i | 2 | \$_____ | \$_____ |
| Schwinn Air-Dyne Bike | 1 | \$_____ | \$_____ |
| Nu Step | 1 | \$_____ | \$_____ |
| Total Trade-In Value | | | \$_____ |

BIDDER'S QUOTATION

The Bidder hereby offers to provide to the Lake Bluff Park District equipment as specified within this document and the delivery of same, in compliance with Bidder Instructions.

The Bidder states the total quote is the gross total cost to the Lake Bluff Park District for products and/or services provided. Prices, once accepted, shall not exceed those accepted throughout the delivery schedule of the products that are acquired.

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|------------------------|--------------------------|---------------------------|
| Base Bid 1 Octane Fitness ZR7000 Zero Runner per specifications or approved equal | 2 | \$ _____ | \$ _____ |
| Base Bid 2 Cybex R Series Treadmill 50L per specifications or approved equal | 2 | \$ _____ | \$ _____ |
| Base Bid 3 Octane Air-DyneX Bike per specifications or approved equal | 2 | \$ _____ | \$ _____ |
| Base Bid 4 WaterRower Natural Rower per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 5 Cybex -10 to 80 Degree Bench per specifications or approved equal | 2 | \$ _____ | \$ _____ |
| Base Bid 6 Cybex Dip/Chin/Leg Raise per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 7 Cybex 45 Degree Back Extension per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 8 Cybex Bent Leg Abdominal Board per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 9 Ture Paramount XFW-8200 3-Way Bench Press w/ Plate Holders per specifications or approved equal | 2 | \$ _____ | \$ _____ |

| | | | |
|---|---|----------|----------|
| Base Bid 10 | | | |
| Cybex Smith Press – Fixed Bar (Counterbalanced, 7’ height) per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 11 | | | |
| Cybex Plate Loaded Squat Press per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 12 | | | |
| Cybex Seated Calf per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 13 | | | |
| Cybex Scott Curl Bench per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 14 | | | |
| Cybex Adjustable Decline Bench per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 15 | | | |
| Cybex Utility Bench per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 16 | | | |
| Cybex Barbell Rack per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 17 | | | |
| Reflex Fitness 9’ Tall Functional Rig, 10’x4’, per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 18 | | | |
| ABS Company Tire Flip per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Base Bid 19 | | | |
| Torque Tank Accessory Kit per specifications or approved equal | 1 | \$ _____ | \$ _____ |
| Total Inside Delivery w/Liftgate and Installation of Equipment | | | \$ _____ |
| - - - - - | | | - - - |
| Total Fitness Equipment, Delivery & Installation Cost | | | \$ _____ |
| <i>Less Trade-In (Specified Equipment)</i> | | | \$ _____ |
| Grand Total | | | \$ _____ |

Delivery Date(s): _____

BIDDER'S CERTIFICATION

Bidder certifies that no owner, shareholder, officer, director or employee of the Bidder is related by blood or marriage to any Park Commissioner, officer, or employee of the Lake Bluff Park District, except as listed below.

Pursuant to 720 ILCS 5/33-11m, effective January 1, 1989, the undersigned certifies that he or she is a duly authorized agent of the Bidder submitting the attached bid to the Lake Bluff Park District, and that said Bidder is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of said Act.

The undersigned further certifies that the bidder is in compliance with the provisions in the General Instructions to Bidders concerning Sexual Harassment and Equal Employment Opportunity.

Failure to (i) execute said certification, or (ii) to list all information requested above, or (iii) to make a truthful certification may result in disqualification of the bidder or, if the Bidder has been awarded the contract, cancellation of said contract at any time and such other and additional remedies at law and/or in equity as the Park District may have against the Bidder caused by such un-executed, incomplete or false certification.

Signed this _____ day of _____, 2018.

By: _____
(Signature of authorized agent)

(Print name of authorized agent)

(Title of authorized agent)

(Company Name)

Mailing Address: _____

Telephone Number: _____

Subscribed and sworn to before me

this _____ day of _____, 2018.

(SEAL)

(Signature of Notary Public)

SPECIFIC CONDITIONS

1. The equipment listed on the proposal forms is to be used as a general description, size and style of the particular equipment to be purchased.
2. When the specific manufacturer's product is listed on the proposal forms, it is implied that an equal product in description, size and style that is manufactured or can be manufactured by other companies may be substituted.
3. All materials specified are to be new, clean, and free from defects. Where the product, material, or equipment of a particular manufacturer is specified, it is intended that the proposal submitted by the Contractor include that particular product material or equipment. Where two or more manufacturers are specified, the choice of these is with the Contractor.
4. If a substitute is quoted, the supplier shall note on his or her proposal form the name of the manufacturer.
5. A copy of the manufacturer's specifications must be included with the proposal forms for either listed or substituted equipment.
6. The Board of Park Commissioners of the Lake Bluff Park District will accept or reject bids within sixty (60) days after receipt, and reserves the right to combine, add, select, delete or separate any bids on the equipment if it is in the best interest of the public.
7. Contract awards will be made based on price, manufacturer's specifications and past performance.

SPECIAL PROVISIONS

1. Hardware: Price quotations on listed or substituted equipment must include all necessary hardware for a complete, functional unit.
2. Delivery: All prices shall be FOB Lake Bluff, Illinois.
3. Manuals: After the contract(s) has been awarded, the firm(s) shall provide the Lake Bluff Park District with two (2) sets of shop repair manuals, operational manuals, and parts manuals.
4. Payment: Payment shall be made within sixty (60) days after delivery and acceptance of all equipment.

GENERAL INSTRUCTIONS TO BIDDERS

1. **Specifications:** Specifications are included within the bid package. Bidders must indicate any differences from the specifications in their bid proposal. It is the responsibility of the bidder to fully understand the specifications set forth. Include any descriptive literature and indicate any options that differ from the original specifications which should be considered.
2. **Proposal:** All prices and notations must be in ink or typewritten. Mistakes may be crossed out, with corrections typed adjacent, and all corrections must be initialed in ink by the person signing the proposal. The proposal must be signed by an authorized officer or individual.
3. **Reservations:** The Board of Park Commissioners reserves the right to reject any or all bids or parts of bids when, in the Lake Bluff Park District's reasoned judgment, the public interest will be served thereby.

The Board of Park Commissioners may waive formalities or technicalities in bids as the interest of the Lake Bluff Park District may require.

- a) The Lake Bluff Park District reserves the right to increase or decrease the quantities to be purchased at the unit prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- b) The Lake Bluff Park District reserves the right to award contracts or place orders on a lump sum or individual group basis, or such combination as shall, in the Lake Bluff Park District's judgment, be in the best interest of the Lake Bluff Park District.
- c) The Lake Bluff Park District may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased.

On any item indicated to be used for credit as a "trade-in" in the specifications, the Lake Bluff Park District reserves the option not to use the item as a "trade-in."

4. **Submission:** Sealed bids will be received by the Lake Bluff Park District at 355 W. Washington Ave., Lake Bluff, IL 60044 until 10:00 a.m., local time, on the date of the bid opening, at which time they will be opened and publicly read. Bids must be delivered by the opening time of the bid. They should be in a sealed envelope marked "Sealed Bid" and "Fitness Equipment" indicated on the outside of the envelope. The date of the bid opening as per the "Notice to Bidders" should also be indicated. Bids will be accepted at the location of the bid opening prior to the opening of the first bid. Bids arriving AFTER THE OPENING OF THE FIRST BID WILL NOT BE ACCEPTED. It is the responsibility of the bidder to ensure that the bid has been received by the Lake Bluff Park District prior to the time specified in the "Notice to Bidders." The Lake Bluff Park District will not be responsible for undelivered mail or any other failure of any bidder or agency to deliver the bid proposal on time.

5. **Standards:** Unless otherwise directed by the specifications, all materials, equipment, and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws, including OSHA, are being complied with in connection with this proposal and any resultant contract or purchase by the Lake Bluff Park District.
6. **Withdrawal of Proposal:** Bidder may withdraw or cancel a proposal at any time prior to the bid opening time. After the bid opening time, a bidder cannot withdraw or cancel the bid for a period of sixty (60) calendar days after the bid opening date.
7. **Conditions:** Bidders must be familiar with all conditions, instructions and specifications governing this bid. It is the bidder's responsibility to visit a site if necessary and any bid is considered to be based upon the knowledge of all information readily available at the site. Once the bid proposals have been opened, the failure to have read and understood all the conditions, specifications and instructions shall not be cause to alter the original proposal or for the vendor to request additional compensation.
8. **Interpretation:** Any bidder who finds, in the bidder's opinion, a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or believes that the specifications are discriminatory, shall notify the Fitness & Healthy Lifestyle Manager in writing not later than 5 days prior to the scheduled opening of bids. Exceptions taken do not obligate the Lake Bluff Park District to change the specifications. The Fitness & Healthy Lifestyle Manager will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions. The Lake Bluff Park District will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to, and will be issued by, the Fitness & Healthy Lifestyle Manager. Bidders will acknowledge receipt of any addendum issued by returning the addendum(s) with the proposal and so noting on the bid sheet. Oral explanations are not binding.
9. **Quotations:** Unless clearly shown on the bid the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly. Prices bid must include all applicable costs to the Lake Bluff Park District, including shipping costs to any point in Lake Bluff.

The Lake Bluff Park District is exempt from paying Illinois Sales Tax and Federal Excise Taxes. Prices submitted shall not include any of these taxes. The Executive Director, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.

10. **Competition:** To better ensure fair competition and to permit determination of the lowest bidder:
 - a) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a

minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item, unless otherwise stated in the specifications or proposal.

- b) A bidder may offer only one price on each item, though they may have two or more types that meet specifications. Bidders must determine for themselves which to offer. Submission by a single bidder of more than one price for a single item shall be sufficient cause for rejection of all prices for that item by the bidder.
- c) Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.
- d) All bids must be accompanied by descriptive literature as may be called for by the specifications or proposal.
- e) Specifications provided are based on Lake Bluff Park District needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Lake Bluff Park District requirements and shall be consistent with Lake Bluff Park District policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

11. Patents: The bidder shall defend any suit or proceeding brought against the Lake Bluff Park District based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the bidder's expense) for the defense of same, and the bidder shall pay all damages and costs awarded therein against the Lake Bluff Park District. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the bidder shall, at its own expense, either procure for the Lake Bluff Park District the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.

Bidder agrees to indemnify, defend and hold the Lake Bluff Park District harmless from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract.

12. M.S.D.S.: Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal Requirements, if applicable.

13. Subletting: A successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the Lake Bluff Park District, except as may be noted on the bid proposal. Such consent shall not relieve the bidder from obligation nor change the terms of the contract.

14. Material Inspection: Authorized agents of the Lake Bluff Park District shall have the right to inspect any material to be used in carrying out the proposal. The Lake Bluff Park District does not assume any responsibility for the availability of any other materials and equipment

required. The contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this proposal until final acceptance by the Lake Bluff Park District. Materials, components or completed work not complying therewith may be rejected by the Lake Bluff Park District and shall be replaced by the contractor at no expense to the Lake Bluff Park District. Any material or component rejected shall be removed from the premises of the Lake Bluff Park District at the entire expense of the contractor, after written notice by the Lake Bluff Park District to contractor that such materials or components have been rejected.

15. Warranty and Guarantee: Bidders shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of the contract where such specifications meet the minimum Lake Bluff Park District specifications. All warranties and guarantees normally provided for this type of bid will be provided to the Lake Bluff Park District.

16. Catalogues or Literature: Each bidder shall submit all necessary catalogues, descriptive literature, and other documentation needed to fully describe the material or work proposed to be furnished.

17. Delivery: Bidders shall state the delivery date for commodities in terms of calendar days after notification of the award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award, as well as estimated date of the start of work. Materials being shipped to the Lake Bluff Park District must be shipped F.O.B. freight prepaid, designated location, Lake Bluff, Illinois. If delivery is being made by truck, arrangements for the Lake Bluff Park District's receipt for the material should be made in advance. No truck deliveries will be accepted before 8:00 a.m. or after 4:00 p.m. on weekdays or all day on Saturdays, Sundays or Holidays unless specific permission has been received from the responsible Lake Bluff Park District official.

Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.

The Lake Bluff Park District reserves the right to charge the contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Lake Bluff Park District and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the contractor or vendor.

18. Protest of Award: Any person who has an objection to the awarding of a solicitation by the Lake Bluff Park District, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Superintendent of Facility Services and Executive Director prior to award by the Board of Park Commissioners. A protest lodged after award by the Lake Bluff Park District Board will not be considered.

- 19. Discounts:** Cash discounts will be considered in evaluation of the bids. Bidders providing cash discount shall indicate terms; e.g., 1%-10 days, net 30 days, or 2%-10 days, net 60 days. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Lake Bluff Park District, whichever is later.
- 20. Acceptance:** After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Lake Bluff Park District, this instruction to bidders, including the specifications, will constitute part of the legal contract between the Lake Bluff Park District and the successful bidder.
- 21. Materials and Equipment:** Except where the specifications indicate otherwise, the Lake Bluff Park District is not responsible to provide any tools, equipment or storage to the contractor in order to permit him/her to complete any contractual obligation under any contract which may be awarded as the result of the bid.
- 22. Exceptions:** Any bidder's exceptions to the terms or conditions, or deviations from the written specifications, must be in writing and attached to the bid form. No verbal exceptions or alleged agreements with employees of the Lake Bluff Park District will be considered legal or binding. Any bidder's exceptions or deviations may be cause for rejection of the bid proposal. The submission of a bid shall be considered an agreement to all the terms, conditions and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 23. Required Insurance:** Contractor shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Lake Bluff Park District will accept companies with a rating of A- or better and shall have a financial size category of VII or better.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:

| Worker's Compensation | Minimum |
|----------------------------|-------------|
| Employer's Liability | |
| a) Each Accident: | \$1,000,000 |
| b) Disease – policy limit | \$1,000,000 |
| c) Disease – each employee | \$1,000,000 |

COMPREHENSIVE GENERAL LIABILITY:

| | |
|-------------------------------|-------------|
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Each Occurrence Limit | \$1,000,000 |

The Lake Bluff Park District is named an additional insured on General Liability policy. The Lake Bluff Park District may accept a separate owner's protective liability policy, provided all coverage, limits and endorsements are in conformity with this section. The Lake Bluff Park District is a Named Insured on OCP policy.

COMMERCIAL AUTOMOBILE LIABILITY:

The policy shall cover all owned, non-owned and hired vehicles.

Combined Single Limit \$1,000,000

Contractor agrees that with respect to above insurance, the Lake Bluff Park District shall:

- a) Be provided with thirty (30) days written notice of cancellation or material change.
- b) Be provided with Certificates of Insurance evidencing the above-required insurance prior to commencement of this contract, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Director of Facilities and Recreation Services, Lake Bluff Park District, 355 W. Washington Ave., Lake Bluff, IL 60044.

24. Indemnity: If a contract is awarded, the successful bidder will be required to indemnify and hold the Lake Bluff Park District harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of, or attributable to, the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Lake Bluff Park District; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

25. Collusion: In submitting a proposal, the bidder certifies to the Lake Bluff Park District that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, Lake Bluff Park District employee or any other person, to fix the bid price submitted by the bidder or any other bidder, and agrees to indemnify the Lake Bluff Park District for any losses sustained by it due to illegal actions of the bidder. (State of Illinois Criminal Code of 1961, Section 33E-3 or 33E0-4 as amended.)

26. Termination for Default: When the contractor has not performed, or has unsatisfactorily performed, the contract, the Lake Bluff Park District may terminate the contract for default. The Lake Bluff Park District may terminate a contract by providing written notice of default to the contractor if:

- a) The contractor fails to make delivery of the materials or perform the services within the time specified in the contract;
- b) The contractor fails to make progress so as to endanger performance of the contract; or,
- c) The contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or performance bond as is required.

In case of default by the contractor, the Lake Bluff Park District may procure supplies or services similar from other sources and may deduct from unpaid balance due the contractor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Lake Bluff Park District shall be considered the prevailing market price at the time such purchase is made.

- 27. Termination for Convenience:** The Lake Bluff Park District may terminate a contract, in whole or in part, whenever the Lake Bluff Park District determines that such termination is in the best interest of the Lake Bluff Park District, without showing cause, upon giving written notice to the contractor. The Lake Bluff Park District shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount which exceeds the price bid for the work performed. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 28. Other Requirements:** The bidder certifies that any equipment to be furnished shall be new, current model, standard production, and fully operable unless otherwise indicated on the bid form. Operating and maintenance manuals will be furnished at no cost.
- 29. Additional:** The bidder or manufacturer may be required to clarify the bid or acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal either before or after the bid opening but prior to the award of the contract.
- 30. Public Advertising:** The successful bidder is specifically denied the right of use in any form or medium the name of the Lake Bluff Park District for public advertising unless the Lake Bluff Park District grants express permission.
- 31. Trade-In:** Trade-in vehicles or equipment shall be inspected prior to the bid opening. The Lake Bluff Park District is not responsible for any assumptions made by the bidder in evaluating the trade-ins, but is responsible for any material change in the condition from when inspected until actually traded-in.
- 32. Fair Employment Practices:** The bidder, in the submission of a proposal, assures the Lake Bluff Park District that he/she is an "Equal Opportunity Employer," as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375, which are incorporated herein by reference, and as such, will not discriminate against any person by reason of race, creed, color, religion, age, sex, or physical and mental handicaps with respect to the hiring, application for employment, tenure, terms or condition of employment of any person.
- 33. Illinois Drug Free Workplace Act:** In submission of any proposal, the contractor acknowledges and warrants that the contractor's workplace notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace (30ILCS 580/1 et seq.).

- 34. The Americans with Disabilities Act:** In submission of any proposal, the bidder acknowledges and warrants that the work or service shall be designed in full compliance with the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and with applicable regulations and accessibility guidelines thereunder. In addition, the bidder acknowledges the Environmental Barriers Act (IL Rev Stat Ch 111 1/2, par. 3711 *et seq.*) and its regulations in the Illinois Accessibility Code (71 IL Admin. Code S400.110 *et seq.*) that all products, services and programs conform to, and be delivered in a manner consistent with the Americans with Disabilities Act. As a condition of receiving a contract with the Lake Bluff Park District, the vendor certifies that services, programs, and activities provided under said contract are and will continue to be in compliance with the ADA. Further, the vendor agrees to indemnify the Lake Bluff Park District against any and all claims and the costs of legal defense resulting from the vendor's failure to be in compliance with the ADA.
- 35. Taxes:** The Lake Bluff Park District is a tax-exempt entity. If requested, the Lake Bluff Park District will submit its tax-exempt number to material suppliers.
- 36. Contractor's Certification:** Each bidder must certify that he/she is not barred from bidding on this public contract as a result of violation of Section 33E-3 or 33E-4 (bid-rigging or bid rotation) with the attached form. The form must be completed, signed and returned with the bid.
- 37. Prevailing Wages:** Bidders and contractors shall comply with the law as enacted by the State of Illinois, being 820 ILS 130/0.01 *et seq.* in which the State has enacted an act regulating wages of laborers, mechanics and other workmen employed in public work by the State, County, City or any public body or political subdivision or by anyone under contract for public work. If applicable, a Contractor's Certification has been provided with this document. The form must be completed, signed and returned with the bid.
- 38. Sexual Harassment:** The undersigned certifies that as part of the Bidder's bid proposal on the above-referenced Contract, that the Bidder has enacted, and has in full force and effect, a written sexual harassment policy in accordance with the Illinois Human Rights Act ("Act") (775 ILCS 5/1-101 *et seq.*), including at least the following:
1. A statement on the illegality of sexual harassment;
 2. The definition of sexual harassment under Illinois law;
 3. A description of sexual harassment utilizing examples;
 4. An internal complaint process, including penalties;
 5. The legal recourse, investigative and complaint process available through the Illinois Dept. of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
 6. Direction on how to contact the Department and the Commission; and
 7. Protection against retaliation as provided by section 6-101 of the Act

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of this Contract.

39. Equal Employment Opportunity: The undersigned certifies that for the entire duration of the work, the Contractor shall conform to all federal and state laws on equal opportunity and fair employment, and to all rules and regulations now or hereafter issued pursuant thereto, including, but not limited to, the Illinois Human Rights Act (Illinois Revised Statutes Chapter 68, par. 1-101 *et seq.*), and an act to prohibit discrimination, etc. (Illinois Revised Statutes Chapter 29, par. 17-24).

CLEAN AIR ACT: All successful bidders must comply with the provisions, applicable standards, orders or regulations pursuant to the Clean Air Act of 1970.

COPELAND "ANTI-KICK BACK" ACT: All successful bidders must comply with the Copeland "Anti-kick back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3).

40. The Bidder: States the total quote is the gross total cost to the Lake Bluff Park District for services and products provided.

41. Guarantee of Price: Sixty (60) days from the date of bid proposed, if accepted.

42. At Time of Delivery: The following procedure must be adhered to.

1. Delivery will be made during any regular workday, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. at 355 W. Washington Ave., Lake Bluff, Illinois 60044.
2. Deliveries made either before or after the times and days listed above will not be accepted. Deliveries shall be made in exact compliance with specifications.

The bidder agrees that if awarded the contract, he or she will begin work, or make delivery of the product within thirty (30) days after the Lake Bluff Park District has approved the bid proposal.

43. Equal Employment Clause: In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

During the performance of this contract, the contractor agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized¹⁹⁶⁹ and will take appropriate affirmative action to rectify any such underutilization.

- b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- g) That it will include verbatim or by reference the provisions of paragraphs a through g of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also so include the provision of paragraphs a, e, f, and in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.