

Champaign Park District: Request for Bids for Garments

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Bid: The Champaign Park District (Park District) is requesting bids for Garments for Fiscal Year May 1, 2021 through April 30, 2022.
- 1.02 Due Date: Sealed bids shall be delivered or mailed to **Jimmy Gleason, Champaign Park District, 706 Kenwood Road, Champaign, IL 61821 by 10:00am CST on Tuesday, March 23, 2021** at which time bids will be opened and publicly logged in as having met the submission deadline. No decision will be made at that time. Facsimile and electronic copies and late bids will not be accepted.
- 1.03 Bid Understanding: By submitting a bid, the bidder submitting the bid agrees and assures that the specifications are adequate, and the bidder submitting the bid accepts the terms and conditions, specifications, requirements of work herein. Failure to do so will be at the risk of the bidder submitting the bid and they cannot secure relief on the pleas of error. Any exceptions should be noted in your response.
- 1.04 Submission of Bids: All bids shall be submitted on the Bidder's Forms and accompanied by requested information and the Park District Commitment to Engage in Affirmative Action Practices form. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.
- Bids shall be enclosed in an envelope sealed and clearly marked with the words: "**BID DOCUMENT: GARMENTS 2021-2022.**" The bidder shall put its name and address on the outside of the envelope. The Park District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.
- 1.05 Awards Criteria: Award will be to the lowest responsible bid if all other requirements are satisfactorily met. The Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent and experienced in the class of work and whose bid is deemed to be advantageous to the interests of the Park District.
- 1.06 Right to Reject Bids: The Park District reserves the right to reject any and all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the Park District as determined in its sole discretions. The Park District reserves the bid to reject the bid of any bidder who previously failed to perform adequately for the Park District. The Park District reserves the right to waive minor irregularities and technicalities. A bid may be rejected if it is in any way deemed to be incomplete or irregular.
- 1.07 Withdrawal: Bidders offering a bid may make a written request to modify or withdraw the offer at any time prior to the acceptance of the bid.
- 1.08 Inquiries: Questions and comments regarding this solicitation shall be directed to be directed to **Jimmy Gleason** at jimmy.gleason@champaignparks.org or by calling 217-819-3835. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders submitting a bid. Only written answers to the questions shall be binding.
- 1.09 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District and must ensure that any subcontractor used comply with all statutory requirements pertaining to prevailing wages, Illinois Fair Employment Act, Equal Opportunity regulations and other State aid regulations applicable to the contract.

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SECTION II. GENERAL INFORMATION

- 2.01 Definitions: *Owner* shall mean the Champaign Park District (Park District). *Contractor* shall mean party of the second part to this contract, acting directly or through his or its legal representative(s) or agent(s). *Subcontractor* shall mean persons, firms or corporations having a direct contract with the contractor, and those who contract to furnish labor or labor and materials at the site of the project.
- 2.02 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the request for bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order requiring signatures of the Park District and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.03 Payments: Contractor shall submit invoice to the Park District (Attn: Accounts Payable) by the 1st Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month. Invoices must include Park District issued purchase order number.
- 2.04 Taxes: The Park District is exempt from any taxes by State and/or Federal Government. Exemption certificates will be provide upon request.
- 2.05 Cancellations/Termination: The Park District may cancel this contract without cause at any time by giving thirty (30) day's written notice to the Contractor. The Park District may cancel this contract with cause at any time by giving seven (7) day's written notice to the Contractor. Cancellations for cause shall be at the discretion of the Park District and shall be, but is not limited to, failure to supply services specified within the time allowed within the terms, conditions or provisions of this contract.
- 2.06 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of Owner, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner.
- 2.07 Independent Contractors: Notwithstanding any other provision of this Agreement, the relationship between Park District and The Contractor is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, The Contractor may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, The Contractor does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.
- 2.08 Indemnification: The Contractor shall indemnify, defend and hold harmless the Park District and any of its commissioners, officers, employees, agents, volunteers, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the Park District that arises solely from an act, failure or omission on the part of The Contractor or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.
- 2.09 Insurance: The Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate

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together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by The Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of The Contractor's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded The Contractor. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from The Contractor. In such event, The Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that The Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

The Contractor shall provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

- A. Workers' Compensation :
 - 1. State Statutory
 - 2. Applicable Federal Statutory

 - B. Comprehensive General Liability:
 - 1. Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
 - 2. Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - 3. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
 - 4. Each Occurrence Property Damage: \$2,000,000
 - 5. Each Occurrence \$2,000,000 Annual Aggregate

 - C. Comprehensive Automobile Liability:
 - 1. Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
 - 2. Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000
- 2.10 Sexual Harassment Policy: The bidder by affixing his or her signature to the bid, certifies that is has a written sexual harassment policy that includes the following information:
- A. The illegality of sexual harassment.
 - B. The definition of sexual harassment under State Law.
 - C. A description of sexual harassment utilizing examples.
 - D. The Contractor's internal complaint process including penalties.
 - E. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
 - F. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she

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has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.

A copy of the policies shall be provided to the Park District upon request.

- 2.11 Bid Rigging or Bid Rotating: The Contractor submitting a bid by signing the bid, certifies that it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.12 Protest: If bidder objects to any provision of the bid, believes it improperly rejected your offer, or believes the selected offer is not in the Park District's best interests, bidder may submit a written protest to the Executive Director within five (5) days after the opening. The Park District will only consider written protests that are properly and timely filed with the Park District. The Park will issue a written decision and that decision is final.

SECTION III. TERMS AND CONDITIONS

- 3.01 Scope of Work: The vendor agrees to provide the garment items as numbered according to the specifications in the bid.
- 3.02 Artwork: The Park District must proof any and all artwork before it is printed. Paper proofs are adequate.
- 3.03 Brand Names: If and wherever in the specifications brand names, makes, names of any manufacturers, trade names, or vendor catalog numbers are specified, it is for the purpose of establishing a grade or quality of material. When the Park District does not wish to rule out other competitors' brands or makes, the phrase or equal is added. However, if a product other than the specified is bid, it is the bidder's responsibility to identify such product in their bid, and they must prove to the Park Districts that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the Park Districts. Such samples are to be furnished after the date of bid opening only upon request by the Park Districts. If samples should be requested, such samples must be received by the Park Districts no later than four days after a formal request is made.
- 3.03 Mistakes: Any and all mistakes made by said vendor are the responsibility of said vendor. The Park District is not required or obligated to accept or purchase such merchandise.
- 3.04 Charges: Charges for screen applications, color changes, screen wash, fluorescent ink, opaque applications, price for XXL and larger, color separation/artwork or other charges need to be done for each item as specified.

All applicable charges are stated within this bid. The Park District is not responsible for any charges not included in the vendor's bid contract.

- 3.05 Prices: **Prices quoted shall be firm from May 1, 2021 through April 30, 2022.** No cost increases shall be allowed. Please consider this when providing pricing for this request for bid. The bidder warrants that prices, terms and conditions quoted in the bid will be firm for the term of the contract. There will be no fluctuation from the bid price for any orders over or under the amount stated on said bid. Contractor will accept purchasing/credit card with NO processing fees.
- 3.06 Estimated Quantities: The vendor understands that the Park District may opt not to purchase items awarded in this bid as a result of low, insufficient, or no enrollment in a program, activity, or event for which the item was to be used. The quantities shown on this bid are approximate only.

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The exact quantity ordered represents the actual quantity required to cover the District's needs and may vary from the estimated quantity on the bid.

- 3.07 Transportation Charges: No merchandise shall be shipped until it is ordered through purchase order purchasing/credit card, by an authorized Park District staff representative. The Park District is not required to accept merchandise shipped prior to order.

All prices quoted by the bidder must be F.O.B. to the Champaign Park District, Champaign, Illinois, with all delivery costs and charges included in the unit prices or are excluded entirely. Items must be delivered. Failure to do so may be cause for rejection of bid.

- 3.08 Timely Delivery: Any confirmation of order or artwork proofs should be initiated by the Contractor no later than two (2) business days of the order being placed. Time of delivery will be no longer than 15 calendar days after order has been placed. If time of delivery exceeds the 15 calendar days after the order has been placed, a discount of no less than 10% will apply to said order.

The Champaign Park District reserves the right to cancel such orders, or any part thereof, without obligation, if the timelines specified above are not met.

- 3.09 Award: Award will be made to the responsive and responsible bidder, quoting the lowest price, for that item that will best serve the needs of the Park District.

The District reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material described in the bid.

- 3.10 Taxes: The Park District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.

- 3.11 Modifications or Changes in Purchase Orders and Contracts to Bid: No agreement or understanding to modify this bid and resultant purchase orders contracts shall be binding upon the District unless made in writing by an authorized representative from the District.

- 3.12 Variations of Specifications: For purposes of bid evaluation, bidders must indicate any variances from bid specifications and/or conditions, no matter how slight. If variations are not stated in the bid, it will be assumed that the product or service fully complies with the specifications.

- 3.13 Breach of Contract: Any breach of the above items will entitle the Park District to accept the next most responsible bid (vendor) for the item. If your company does not receive the initial bid, place your initials where indicated on the signature page if you would like to be considered in the case of a "breach of contract."

SECTION IV. SPECIFICATIONS

- 4.01 The Bidder's Sheets are attached and provide a place for you as the vendor to bid on each item. If mathematical errors are found, or the bid sheets are not completely or properly fill out, that item's bid or the entire bid may be rejected.

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BIDDER'S FORM

Breach of Contract

Please place your initials here if you would like to be considered in the case of a "breach of contract."

I hereby certify that I am duly authorized to sign as a representative for the vendor/company submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the items detailed in this bid as my free and voluntary act and as duly authorized on behalf of the vendor/company.

Signed this _____ day of _____, 2021

SUBMITTED BY:

Company: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

Authorized Agent (print or type)

Signature of Authorized Agent

Please describe below the process by which the Park District staff should place their garment orders. Include the format which your organization prefers to receive artwork and a description of the confirmation process. Attach additional sheets as needed.

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SECTION V: COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of *(name of company)* that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore, employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, gender age or disability.

All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

- B. The undersigned bidder/contractor/supplier/vendor understands and shall submit to the Park District upon request written evidence of the effectiveness of the above-required practices, policies and goals.
- C. The undersigned bidder/contractor/supplier/vendor understands and shall submit to the Park District upon request statistical data concerning employee composition or membership composition by race, color, gender, age, disability and job description.
- D. The undersigned bidder/contractor/supplier/vendor understands and shall distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.
- E. The undersigned bidder/contractor/supplier/vendor understands and shall require any subcontractor to submit to the Park District a written commitment with who he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

Signature of Authorized Agent

Date

Title

Telephone Number

All information provided the Champaign Park District will be held in strictest confidence.

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SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: _____

Telephone: _____ Fax: _____

Federal employer's identification number: _____

2. In what capacity would the company do business with the park district?
 Contractor Sub-contractor Vendor Supplier Other _____

3. Major activity of company (principle product or service). _____

4. Is the company presently pre-qualified to do business with the park district or other local and/or state government?

Yes No *If yes, with what agency(ies)?* _____

During the last 12 months has the company performed business with any governmental agency federal, state, county, municipal, school districts, etc.)?

Yes No *If yes, with what agency(ies)?* _____

Part II: Policies and Practices

A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, national origin or ancestry, age or disability?

Yes No

B. Has the company developed a written affirmative action policy?

Yes No *If yes, a copy of the policy shall be provided to the District upon request.*

C. Does the company have an affirmative action officer or person responsible for affirmative action?

Yes *If yes, please complete.* No

Name: _____

Title: _____

Telephone: _____

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D. Does the company have bargaining agreements with employee organizations?

Yes No *If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program?* Yes No

Comments: _____

E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? Yes No

Comments: _____

Part III: Personnel Inventory

Occupations	Caucasian		African-American		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers								
Professionals								
Technical								
Sales Workers								
Office & Clerical								
Crafts (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								
Apprentices (blue collar)								
On the job trainees (blue collar)								
On the job trainees (white collar)								
Totals								

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce information summary. The Champaign Park District will hold all information in the strictest confidence to the extent allowed by the law.

Above employee figures were obtained from: Visual check Employment records

 Signature of Authorized Agent

 Date

 Title

 Telephone Number