



Naperville
Park District

REQUEST FOR BID

FERTILIZERS FOR PARK SERVICES

Bid Submission and Bid Opening Deadline:
Monday, March 22, 2010 11:30 a.m.

**Naperville Park District
320 West Jackson Avenue
Naperville, Illinois 60540**

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Gerry Heide.....Vice President
Suzanne Hart.....Commissioner
Marie Todd.....Commissioner
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March 11, 2010

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ADVERTISEMENT FOR BID

LEGAL NOTICE

NOTICE is hereby given that the Naperville Park District is accepting sealed bids for Fertilizers for Park Services. Specifications may be obtained at the Naperville Park District, 320 West Jackson Avenue, Naperville, Illinois 60540. For further information, contact Carl Gorra at 630-848-5036.

Sealed Bids will be accepted at the Naperville Park District, 320 West Jackson Avenue, Naperville, Illinois 60540 until 11:30 a.m. on Monday, March 22, 2010 at which time bids will be publicly opened. The Contract is scheduled to be awarded at the April 6, 2010 meeting of the Board of Park Commissioners. The Naperville Park District reserves the right to reject any or all bids received, to waive any formalities or technicalities of the Bid or to reject any non-responsive bid in the interest of the Naperville Park District.

Publish Date: March 11, 2010

March 11, 2010

RE: Fertilizers for Park Services

BID OPENING: Monday, March 22, 2010 at 11:30 a.m.

Dear Bidder:

Enclosed you will find information relating the Naperville Park District's intention to contract for Fertilizers for Park Services.

Each year the Naperville Park District purchases fertilizers for use in its parks. The exact types and estimated quantities are detailed on the Bid Form. Bidders may bid on any or all of the items listed, and contracts will be awarded on a unit-cost basis.

The materials enclosed are as follows:

1. Advertisement for Bids
2. General Conditions for All Bids
3. Bid Specifications
4. Contract
5. Bid Form
6. Addendum
7. Contractor's Certification of Eligibility
8. List of Subcontractors and Suppliers
9. Label

Please return your signed Bid Form, Addendum, Contractor's Certification of Eligibility and List of Subcontractors and Suppliers in an opaque, sealed envelope, showing the Project name, Date and Time of Opening in the lower left-hand corner of the envelope. A label has been enclosed for your convenience. These forms must be filled out, signed, and returned in a sealed envelope, or your bid will not be considered.

If you have any questions regarding this bid, please contact Carl Gorra at (630) 848-5036.

Sincerely,

Carl Gorra
Park Operations Manager
Central Parks

NAPERVILLE PARK DISTRICT

REQUEST FOR BID ON SUPPLIES, MATERIALS OR EQUIPMENT

DATE: March 11, 2010

ITEM: **Fertilizers for Park Services**

Bids will be received until **Monday, March 22, 2010 at 11:30 a.m.** on the Supplies, Materials, Equipment, or Service specified herein. The Date and Time as stated, is also the time of the public bid opening. All vendors are welcome to attend this opening.

GENERAL CONDITIONS

1. PREPARATION OF BIDS

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and sign with the legal signature of the Bidder, enclosed in an opaque envelope, sealed and clearly marked showing the **bid identification, and date and time of opening in the lower left-hand corner** (a label is enclosed for your convenience). The envelope must also contain the name and address of the bidder. The bidder must insure that the "sealed bid" envelope is properly identified. The Naperville Park District is not responsible for the premature opening of bid envelopes that are not properly marked. Any bids which are opened prior to the scheduled bid opening because of a failure to properly mark the envelope in accordance with this section, shall be deemed non-responsive and not considered.

2. AWARD SELECTION

Bids will be awarded to the lowest responsible bidder complying with the conditions and specifications presented herein. Although price is a major consideration in the award of bids, **the Naperville Park District does not award on price alone. The Naperville Park District also considers the quality of product, as judged by the Naperville Park District, terms of delivery and serviceability.** Bids will be awarded on a lump sum or on an individual basis. If listed, awards will be based upon the submitted unit prices. The Naperville Park District reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended; to increase or decrease the quantities shown on the bid; to reject any and all price or bids submitted and to waive any formality or technicality. Such decisions shall be final and not subject to recourse.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of two hundred ten (210) days after the date set for the bid opening. Bids are submitted to the Board for approval at a regular meeting of the Board of Park Commissioners for the Naperville Park District.

3. ERRORS AND OMISSIONS

All bidders are requested to notify the Naperville Park District immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the

Naperville Park District will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect, the bid will be rejected. Mere computational errors on the Bid Form will be corrected by the Naperville Park District. No advantages shall be taken by either party of manifest clerical errors or omissions in the specifications.

4. TIMELY SUBMISSIONS

The receipt of bids will cease at the date and time of public opening. Bids received after the scheduled date and time of opening will not be considered. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the bidder unopened, if at all possible. In many instances it is impossible to determine whom the bid is from unless it is opened. Should this be the case, the bid will be opened, address secured, and returned immediately.

5. TAX EXEMPTION

The Naperville Park District is not subject to federal excise tax or Illinois retailer's occupation tax.

6. TOTAL PRICING

The Naperville Park District is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Quote all prices F.O.B. Naperville, Illinois. F.O.B. Naperville, Illinois, is defined as the total price to the Naperville Park District, including all freight and delivery charges to its facility. **Under no circumstances may prepaid charges be added to the invoice.**

7. INVOICING AND PAYMENT

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*, as well as these Bid Documents.

The Bidder should issue an invoice after acceptance of the materials, supplies or equipment by the Naperville Park District. Invoices should be typed and sent to the Naperville Park District containing the following information:

1. The name, address and phone number of the Bidder;
2. Any payment discount terms offered;
3. Invoice number (payment will not be made from a statement);
4. An itemization of all services.
5. Completed W-9 Form.

8. CONTRACT

The Bidder to whom the project is awarded is required to enter into a contract, with the Naperville Park District, substantially in the same form as the Sample Contract contained in these documents.

9. MATERIALS

All materials supplied by the Contractor under the provisions of this document and any attachments hereto shall be new materials of the kind and character called for. Defective equipment or materials, including material damaged in the course of installation or testing shall be replaced or repaired in a matter satisfactory to the Naperville Park District. All material and equipment furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

10. DELIVERY DATE

If no delivery date is included in the Specifications, Bidders shall indicate in the appropriate space on the Bid Form its proposed delivery or completion date of the materials, supplies or equipment.

11. SUBSTITUTIONS

The use of brand name or catalog number in the Specification is only for the purpose of establishing a grade or quality required. Because the Naperville Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal". Bidders proposing to use an alternate must request approval in writing to the Naperville Park District no later than five (5) business days prior to the bid opening. Bids which propose to use a non-approved alternate will be rejected.

The Naperville Park District shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

12. WARRANTY/GUARANTEE

Bidder must provide the Naperville Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Naperville Park District.

13. COMPLIANCE WITH LAWS

All materials, supplies and equipment provided under this bid must comply with all federal and state laws, county ordinances, local ordinances, rules and regulations that in any manner affect the production and sale of the product or service contained herein. Additional certifications, attached as addenda, will be required in the event federal or state funds are being used to fund this contract. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. The Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the vendor.

14. PARKING AND TRAFFIC

1. Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.
2. Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The Contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on the existing asphalt.

Fencing: The Contractor will be responsible for erecting and maintaining construction fencing around the limits of the project site at all times of construction. Failure to erect or maintain this fencing will result in the correction of the problem by the Owner at the expense of the Contractor. The Contractor's expense will be back charged to the contract, and may include, but are not limited to, the cost of any materials and staff time. This fence must be installed and fully erected before construction operations beginning and tied-up at the end of each working day. All construction fencing must conform to the following specification.

Flexible Safety Fence: High density poly fabric, rigid 2" mesh design, heavy duty strength, 4' high, safety orange.

Posts: Minimum 14 gauge painted green steel channel posts, min. 5'-6" long driven 18" into the ground. Post spacing shall be 12' O.C. with fence tied to each post top, middle and bottom." And align with previous paragraph.

Tie Material: Heavy gauge vinyl coated wire.

Water Removal: If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

Cleaning Up: The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to park patrons.

15. FAIR EMPLOYMENT

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this proposal and specifications.

16. EQUAL OPPORTUNITY

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

17. NON-BARRED BIDDING

The Bidder must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

18. ADDENDA AND INTERPRETATION

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

The Bidder, by signing the bid form, acknowledges, understands and abides by all of the above "General Conditions of All Bids."

TERMS AND CONDITIONS OF THIS BID

FERTILIZERS BID

1. SCOPE

The Bidder shall provide all requested quantities of Fertilizers and shall furnish all labor, materials, tools and equipment to complete the delivery as indicated in these Contract Documents and Specifications.

The total quantities in the following Bid Form are approximate only. Payment shall be based upon the unit prices listed and the actual amount of product delivered.

Delivery dates are listed with the individual products on the Bid Form.

2. TERM OF THE CONTRACT

Successful bidders are required to enter into a contract for delivery of the products. The term of this contract shall be nine (9) months. Successful bidders are required to provide all needed quantities of the product to the Naperville Park District for the bid price for nine (9) months after the award has been made

3. TERMINATION OF THE CONTRACT

The Naperville Park District may terminate the contract upon breach by the bidder which remains uncured after thirty (30) days following written notice of termination, or without cause after sixty (60) days written notice.

4. FOIA RESPOSIBILITIES

1. High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.

2. 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.

5. PREVAILING RATE OF WAGE

DuPage County Prevailing Wage for 2010

http://www.state.il.us/agency/idol/RATES/ODDMO/DU_PAGE9.htm

Will County Prevailing Wage for 2010

<http://www.state.il.us/agency/idol/rates/ODDMO/WILL9999.htm>

A. All contracts for Work herein are subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*, providing for the payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work provided for by this Agreement. The Contractor agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/rates/Rates.htm>.

B. The Owner may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall agree to indemnify the Owner for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

C. The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. The Contractor shall cause to be included in all bonds such provision as will guarantee the faithful performance of the prevailing wage obligations as established in the Contract Documents.

D. The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Owner's Representative with each monthly pay request in the form attached as Exhibit 1 to the Contract Documents or on such other form as specified by the Owner. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll

submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). Owner may at its option immediately terminate this Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

6. GUARANTEE

All materials, supplies or equipment provided under this Bid and any contract arising there from is guaranteed against any defect due to faulty materials or workmanship for a period of one (1) year after acceptance of the goods by the Naperville Park District. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder.

7. SUBSTANCE ABUSE PREVENTION

A. The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*) (the "Act") by:

1. Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

2. Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

a. A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

b. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

c. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

d. A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

3. Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as

outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

4. Complying with all other requirements of the Act.

CONTRACT FOR THE SALE OF GOODS

This Contract for Sale of Goods ("Agreement") is made this ___ day of _____, 2010 by and between the Naperville Park District, DuPage and Will County, Illinois, a Illinois municipal corporation and unit of local government (the "Park District") with its principal place of business at 320 West Jackson Avenue, Naperville, Illinois 60540 and _____, a(n) [Corporation/Partnership, Sole Proprietorship/Individual], with its principal place of business at _____ ("Vendor"), collectively the "Parties," for the good and valuable consideration hereinafter named.

1. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Vendor and the Bid Documents, any addenda issued prior to the execution of this Agreement and Modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

The Contract Documents consist of the entire agreement between the Parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Agreement shall be valid or binding.

2. Assignment

This Agreement is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the Park District, which consent shall not be unreasonably withheld.

3. Employment Status

At all times relevant herein, Vendor is an independent Vendor; it alone retains control of the manner of conducting its activities in furtherance of this Agreement. Vendor, as well as any persons or agents it may employ, are not employees of the Park District, and neither this Agreement nor the administration thereof shall operate to render or deem either party hereto the agent or employee of the other.

4. Waiver

Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract.

5. Time

Time is of the essence for all matters concerning this Agreement.

6. Term

This Agreement shall begin when executed by the Parties and end upon the last delivery, which shall be shipped, with or without requisition for the balance of goods then unshipped, by December 31 2010 , unless the Parties agree otherwise.

7. Delivery

The Park District will give Vendor 14 days advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Vendor will arrange for delivery through a carrier chosen by Vendor, the costs of which shall be F.O.B. Naperville, Illinois.

8. Risk of Loss

The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Park District.

9. Acceptance

The Park District will have the right to inspect the goods upon receipt, and within 10 business days after delivery the Park District must give notice to Vendor of any claim for damages on account of condition, quality or grade of the goods, and the Park District must specify the basis of the claim in detail.

10. Charges

Vendor shall invoice the Park District upon and for each shipment, in accordance with the terms and conditions of the Bid Documents. The Parties agree that overdue invoices shall not bear any interest and that Vendor may not withhold future shipments as a result of the failure of the Park District to pay prior invoices.

11. Choice of Law

Any suit or action arising under this Contract shall be commenced in the Circuit Court of the 18th Judicial Circuit, County of DuPage, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. Vendor, its successors or assigns shall maintain no suit or action, against Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract. Vendor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Vendor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental,

consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorney fees.

12. Compliance with Laws

Vendor shall comply with all applicable codes, laws, ordinances and regulations of the Naperville Park District, the City of Naperville, DuPage and Will Counties, the State of Illinois, and the Federal Government, including, but not limited to, health and sanitation, age, workers compensation, sales tax, and equal employment, as applicable. Vendor shall, at his or her sole cost and obligation, be responsible for obtaining all permits required to perform his or her duties under this Agreement. Vendor represents and certifies to the Park District that it is not barred from entering into this Contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code (Public Contracts). Any breach by Vendor of the foregoing laws, regulations and rules shall constitute a breach by Vendor of this Agreement.

13. Licenses

Vendor warrants that, except for third-party products for which Vendor acts as a licensing agent, it owns and possesses all rights and interests in the licensed computer software programs ("Licensed Programs") required for this Contract. Vendor further warrants that, except third-party products for which Vendor acts as a sales agent, Park District's use of the Licensed Programs will not infringe upon the United States copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party, provided however that Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Park District is enjoined from using the Licensed Programs due to an actual or claimed infringement of any United States patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for Park District, at Vendor's expense, the right to continue using the Licensed Programs; or (ii) replace or modify the Licensed Programs, at Vendor's expense, so that the Licensed Programs become non-infringing.

14. Termination

The Park District may, at any time and in accordance with the Bid Documents, terminate the Contract in whole or in part for the convenience of the Park District and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated work. The Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date and for proven loss with respect to materials, equipment, tools and construction equipment and machinery. Vendor shall not be entitled to damages resulting from termination for convenience under this Section.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals and year first above written.

NAPERVILLE PARK DISTRICT

VENDOR

By:

Print Name

President
Board of Park Commissioners

By:

ATTEST

Its:

By:

Secretary
Board of Park Commissioners

Bidder's Name

BID FORM

FERTILIZERS

A. ACKNOWLEDGMENT

By its signature below, the Bidder acknowledges it has received a complete set of specifications and understands that meaning of their content, and shall willingly comply with the guidelines set forth in these documents. The Bid Documents are composed of the following documents, which the Bidder acknowledges it has received in full:

- Letter to Bidder
- Advertisement for Bid
- General Conditions for All Bids
- Sample Contract
- Bid Form and Specifications
- Addendum
- Contractor's Certification of Eligibility
- List of Subcontractors and Suppliers

If any of the above documents have been omitted, please contact the Naperville Park District immediately to receive replacements for the missing documents.

Bidder's Name

B. PROPOSAL AND SPECIFICATIONS

The undersigned has carefully examined the General Conditions and All Bids, the Terms and Conditions for this bid, insurance requirements, specifications, and Bid Form and proposes to provide the various types of equipment, supplies or materials in accordance with this bid and all attachments and exhibits for the following unit prices.

The 25-5-15 as well as 18-3-18 fertilizer must be supplied in bulk (not bags or totes) to each park division. A spreader capable of holding 1 to 2 tons must also be supplied. The two golf courses, Springbrook and Naperbrook require 25-0-15 fertilizer for delivery in either 700lb bulk bags or bulk tender like the park divisions. Alternatively, a custom application of fertilizer by the vendor or sub-contractor will be considered.

Product Name	Estimated Quantity Needed	Delivery Date	Unit Price	Total Price
Fertilizer 25-5-15 (50% XRT sulfate of potash, 10% Milorganite)	13 tons	April 26, 2010 (North Parks)	_____	_____
Fertilizer 25-5-15 (50% SRT sulfate of potash, 10% Milorganite)	12 tons	April 26, 2010 (Central Parks)	_____	_____
Fertilizer 19-3-18 (50% XRT sulfate of potash, 21% Milorganite)	26.4 tons	April 26, 2010 (South Parks)	_____	_____
Fertilizer 25-0-15 sgn 200 or Higher 25% Nitrogen 50% SCU, 34% Urea, 15% Multicote Urea 15% Potash 9% Sulfur Must Provide 12 week or more release	3.5 tons	June 7, 2010 (Springbrook GC)	_____	_____

Fertilizer 25-5-15 (50% XRT sulfate of potash, 10% Milorganite)	9 tons	September 13, 2010 (North Parks)	_____	_____
Fertilizer 25-5-15 (50% XRT sulfate of potash, 10% Milorganite)	10 tons	September 13, 2010 (Central Parks)	_____	_____
Fertilizer 19-3-18 (50% XRT sulfate of potash, 21% Milorganite)	34.8 tons	September 13, 2010 (South Parks)	_____	_____
Fertilizer 25-0-15 sgn 200 or Higher 25% Nitrogen 50% SCU, 34% Urea, 15% Mulitcote Urea 15% Potash 9% Sulfur Must Provide 12 week or more release	3.5 tons	October 4, 2010 (Springbrook GC)	_____	_____
Fertilizer 25-0-15 sgn 200 or Higher 25% Nitrogen 50% SCU, 34% Urea, 15% Mulitcote Urea 15% Potash 9% Sulfur Must Provide 12 week or more release	3.5 tons	October 4, 2010 (Naperbrook GC)	_____	_____
Fertilizer 19-3-18 (50% SCU Sulfate of potash, 21% Milorganite)	16.5 tons	October 25, 2010 (South Parks)	_____	_____

Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540

Fertilizers Bid 2010

Bidder's Name

C. ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that are issued by the Naperville Park District during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1

Signature

Title

ADDENDUM NO. 2

Signature

Title

ADDENDUM NO. 3

Signature

Title

ADDENDUM NO. 4

Signature

Title

ADDENDUM NO. 5

Signature

Title

ADDENDUM NO. 6

Signature

Title

ADDENDUM NO. 7

Signature

Title

Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540

Fertilizers Bid 2010

Bidder's Name

D. CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

_____, a(n) _____
Print name of Contractor Individual, Partnership, Corporation

as part of his bid on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By: _____

Its: _____
Title

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____ Notary Public: _____

Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540

Fertilizers Bid 2010

Bidder's Name

E. LIST OF SUBCONTRACTORS AND SUPPLIERS

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors

Work Assignment

Suppliers

Material

Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540

Fertilizers Bid 2010

Bidder's Name

F. Bidder's Signature Form

The undersigned has checked the plan(s), specifications and the above figures and understands that he shall be responsible for any errors or omissions based upon these specifications as submitted on the Bid Offer Form.

It is understood and agreed that the Naperville Park District reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Naperville Park District Board of Commissioners or other officer of the Naperville Park District, or any person in the employ of the Naperville Park District is directly or indirectly interested in this bid, or in any portion of the profits thereof.

Name of Person or Entity submitting this Bid

Street Address

City

State

Zip

Telephone Number

Fax Number

Bid Form is not valid unless properly signed:

SIGNATURE

Date

LABEL FOR SEALED BID ENVELOPE

Cut out and tape label below to the lower left hand corner of your return sealed bid envelope.

Return to:

Naperville Park District
320 West Jackson Avenue
Naperville, Illinois 60540

SEALED BID

FERTILIZER

**DO NOT OPEN UNTIL:
Monday, March 22, 2010 at 11:30 a.m.**