



August 27, 2018

Commissioners

Sue Gulas
President

Joe Mutz
Vice President

Joe Clement
Commissioner

Matt McGuire
Commissioner

Bill Tatro
Commissioner

Executive Director
Tom Carstens

**Award of the 2018 Nowell Park Recreation Center
Fitness Equipment Bid**

To: Board of Commissioners

Explanation

The following base bids were received for purchase of specific equipment for the fitness center at the Nowell Park Recreation Center:

<u>Company</u>	<u>Base Bid Amount</u>
Pro Maxima	\$50,075.00
Midwest Commercial Fitness	\$61,285.00
Matrix Fitness	\$36,315.33

For the reasons set forth below, staff recommends rejecting the bids received from Pro Maxima and Matrix Fitness and awarding the contract to Midwest Commercial Fitness as the lowest responsible bidder.

Pro Maxima's provided a bid for substitution products not approved by the District as equal or superior to products and therefore Pro Maxima's bid did not meet the District's specifications. Pro Maxima also does not provide maintenance service within Illinois and, as a result, any maintenance service needed for fitness equipment provided by Pro Maxima would require the District to ship the equipment out of state.

Matrix Fitness submitted an incomplete bid and therefore Matrix's bid is non-responsive.

Midwest Commercial Fitness submitted a complete bid in accordance with the specifications, had favorable references, and otherwise met the requirements as a responsible bidder. Additionally, Midwest Commercial Fitness agreed to provide the Park District a 6 year warranty on the equipment. The other 2 bidders would only provide 3 year warranty.

Advertisement Information

Published in the Herald News on July 20, 2018

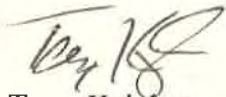
Funding

Funding will come from the voter approved 2014 Referendum.

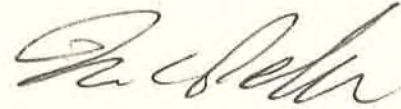
Recommendation

Based on the foregoing it is the staff's recommendation to reject the bids received from Pro Maxima and Matrix Fitness and award this bid to Midwest Commercial Fitness, 32 N. Broadway, Aurora, IL 60505 for the amount of \$61,285.00.





Terry Keigher
Director of Recreation



Matt Pehle
Director of Finance



Tom Carstens
Executive Director

If acceptable, the motion should be: *I move to reject the bids received from Pro Maxima and Matrix Fitness received in response to the 2018 Nowell Park Recreation Center Fitness Equipment Bid and approve award of the 2018 Nowell Park Recreation Center Fitness Equipment Bid to Midwest Commercial Fitness in amount of \$61,285.00.*

CONTRACT FOR THE PURCHASE OF FITNESS EQUIPMENT

This Contract for the Purchase of Fitness Equipment (“Contract”), made this 27th day of August, 2018 (the “Effective Date”), by and between the Joliet Park District, an Illinois park district (the “Park District”), with its principal place of business at 3000 West Jefferson, Joliet, Illinois and Midwest Commercial Fitness, Inc., an Illinois corporation (the “Vendor”), with its principal place of business at 32 N. Broadway, Aurora, Illinois, collectively referred to as the “Parties” or individually as “Party.”

WITNESSETH

That the Park District and Vendor, for the consideration hereinafter named, agree as follows:

1. Services

The Vendor shall provide and install the following equipment:

Fitness Equipment (the “Equipment”),

as indicated in the plans and specifications in the Contract Documents as defined in Paragraph 2 of this Contract.

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Vendor and the Invitation to Bid, Instructions to Bidders, General Conditions, and Specifications dated July 20, 2018 (the “Bid Documents”), attached to and incorporated as part of this Agreement by reference, the Vendor’s Proposal, dated July 30, 2018, attached to and incorporated as part of this Agreement as **Exhibit A**, the Contractor Compliance and Certification and References, attached to and incorporated as part of this Agreement as **Exhibit B**, and any addenda issued prior to the execution of this Contract and any modifications issued after the execution of this Contract. Modifications to this Contract 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.

3. Contract Sum and Payment

The Park District shall pay the Vendor Sixty-one Thousand Two Hundred Eighty-five and 00/100 Dollars (\$61,285.00), for the proper performance of the Contract (the “Contract Sum”). Payment of the Contract Sum shall be made in full after receipt and installation of the Equipment, in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), and only upon inspection and acceptance of the Equipment by the Park District.

4. Term

This Contract shall begin upon the Effective Date and terminate upon completion of any and all applicable warranty periods, unless terminated earlier as provided herein.

5. Delivery

Vendor will arrange for delivery of the Equipment through a carrier chosen by Vendor, the costs of which shall be F.O.B. Joliet, Illinois.

6. Title and Risk of Loss

Vendor shall not grant rights in or to, or otherwise encumber the Equipment or any parts of the Equipment, to, in or by any third parties at any time, that would impair or delay the full exercise by Park District of any of its rights or remedies under the Contract. Clean and unencumbered title to the Equipment shall be transferred to the Park District upon acceptance of the Equipment by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the Equipment, regardless of cause, will be the responsibility of the Vendor until the Equipment has been received, inspected and accepted by the Park District.

7. Acceptance and Rejection

The Park District will have the right to inspect the Equipment upon receipt and to reject the nonconforming or damaged Equipment within ten (10) business days after delivery. The Park District will give notice to Vendor of any rejection of the Equipment or claim for damages on account of condition, quality or grade of the Equipment.

Neither inspection nor acceptance by the Park District shall act as Park District's acceptance of any defects or deficiencies in the Equipment or the failure of the Equipment to conform to the requirements of the Contract Documents and shall not act as a waiver of any rights Park District has with respect to such defects, deficiencies or failure, including rights under any warranty.

8. Performance of the Contract

Vendor agrees to perform all work and services in a good and workmanlike manner. All Equipment supplied by Vendor shall be new materials of the like and kind specified. Defective Equipment, including those damaged during installation or testing will not be accepted, and must be replaced or repaired in a manner satisfactory to the Park District.

Vendor, upon the Effective Date, shall immediately place orders for materials and otherwise commence performance of this Contract, unless otherwise directed by the Park District. No claim for extras shall be allowed unless such claim is first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District.

9. Termination

The Park District may terminate this Contract as follows:

- a. Prior to the delivery of the Equipment, the Park District may, at any time, 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 Paragraph 9 shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date of said termination. 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 and services terminated; (5) proceed to complete the performance of work and services 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 and services. In the event of termination for convenience by the Park District, the Vendor shall recover payment for approved work properly performed by Vendor before the effective date of termination. Vendor shall not be entitled to damages resulting from termination for convenience under this Paragraph.
- b. If Vendor fails to provide the Equipment and services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, the Park District may terminate this Contract and enter into an agreement with another vendor or vendors to provide the Equipment. In such event, Park District shall not be liable to Vendor for all or any portion of the Contract Sum. Vendor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Equipment from the substitute vendor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.
- c. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately

terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the work and/or services are completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the work and/or services, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Vendor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Vendor. If the Park District Expenses and Damages exceed such unpaid balance, Vendor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

10. Correction of Deficiencies

If the Vendor defaults or neglects to provide the Equipment in accordance with the Contract Documents and fails, within a three (3) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Vendor, the Vendor shall pay the difference to the Park District.

The rights and remedies of Park District stated in this Contract shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

11. Tax Exemption

The Park District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The Park District's tax exemption identification number is E9992-5192-07.

12. Vendor's Representations

The Vendor hereby specifically acknowledges and declares, and the execution of this Contract by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Equipment and that the Contract Documents are sufficient to enable it to supply and deliver the Equipment outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Equipment for an amount not in excess of the Contract Sum.

The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by Park District and shall immediately notify the Park District errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the Park District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the Park District, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction of the same.

Vendor further represents that it has full right, title and authority to transfer the Equipment to the Park District and that such transfer, upon delivery to the Park District, shall not be subject to the right or interest of any third party whatsoever.

13. Warranties

The Vendor warrants to the Park District that the Equipment furnished under the Contract will be of the best quality and new, that the Equipment will be free from defects and deficiencies, and that the Equipment will conform to the requirements of the Contract Documents. Equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any such defects must be corrected, either through repair or replacement, at Vendor's expense.

Vendor guarantees the standard manufacturer's Equipment warranty and shall provide the Park District with two (2) copies of any such warranty. Liability or refusal of a subcontractor responsible for the defective Equipment to correct the same shall not excuse the Vendor from performing under the warranty. If required by the Park District, the Vendor shall furnish satisfactory evidence as to the kind and quality of the Equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be, countersigned by the Vendor and delivered to the Park District upon delivery of the Equipment. Any warranties issued in Vendor's name shall be assigned to the Park District.

Warranty shall become effective upon the Park District's final acceptance of the Equipment. Final acceptance shall occur only after the Equipment has been delivered, inspected and accepted by the Park District. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Equipment.

14. Insurance

- a. Vendor agrees to provide and keep force at all times during this Contract, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual

aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000); business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. All certificates of insurance in connection herewith shall be furnished to the Park District upon the Park District's request.

- b. All insurance coverage provided by Vendor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Vendor's insurance and shall not contribute with it.
- c. The Park District, its officers, agents and employees are to be covered as additional insureds under the general liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- d. Should any of the above described policies be cancelled before the expiration date thereof, Vendor shall provide prompt notice to the Park District, which notice shall not be less than 30 days prior to such cancellation. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- e. Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance as required hereunder.

15. Indemnification

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of Vendor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal

fees, incurred by reason of Vendor's breach of any of its obligations under, or the Vendor's default of, any provision of the Contract.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's services and obligations under this Contract. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

17. Extension of Time

Extension of time provided for the supply and delivery of the Equipment shall be the Vendor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by Park District with Vendor's obligations hereunder and where to the extent that such acts of the Park District continue after Vendor's written notice to the Park District of such interference. The Park District's exercise of any of its rights under the Contract, regardless of the extent or number of changes, or the Park District's exercise of any of its remedies of suspension of any work or services, or requirement of correction or re-execution of any defective Equipment, shall not under any circumstances be construed as intentional interference with Vendor's obligations under this Contract.

18. Independent Contractor

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

19. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or the Vendor, and/or any of their respective officials, officers and/or employees.

20. Assignment

This Contract is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the Park District.

21. Waiver

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

22. Time

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

23. Compliance with Laws; Permits.

Vendor shall comply with all federal, state, county and local laws, ordinances, rules and regulations in performing this Contract. All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production, sale, transportation and handling of the product or service contained herein. Vendor shall be responsible for obtaining all permits and license required to perform its obligations under 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 terminate 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.

24. Governing Law; Venue

This Contract and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Any actions for enforcement of this Contract by any Party hereto shall be brought only in the Circuit Court of Will County, Illinois.

25. Entire Agreement; No Amendment

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of the other Party that is not contained in this written Contract shall be valid or binding. No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

26. Headings

The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

27. Severability

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

28. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and is sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Joliet Park District
3000 West Jefferson
Joliet, Illinois 60435
Attn: Executive Director

FOR THE VENDOR:

Midwest Commercial Fitness, Inc.
32 N. Broadway
Aurora, IL 60505
Attn: Rick Allen

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

JOLIET PARK DISTRICT

By:

President
Board of Park Commissioners

Attest:

Secretary
Board of Park Commissioners

MIDWEST COMMERCIAL FITNESS, INC.

By:

Its:

775528

**EXHIBIT
A**

AFFIDAVIT OF EXPERIENCE

Rick Allen, being duly sworn, says that he/she is
Sole Owner of Midwest Commercial Fitness
 (~~Sole Owner~~ Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list customer name, contact, phone number and date of completion). I/we hereby authorize the Joliet Park District to contact the individuals listed below. Please list at least five (5) purchases of similar cost and scope.

Customer Name	Contact	Phone #	Completion Date
<u>West Chicago Park District</u>	<u>Gary Major</u>	<u>630-231-9474^{#107}</u>	<u>2014</u>
<u>Carol Stream Park District</u>	<u>Julianne Murray</u>	<u>630-784-6136</u>	<u>2013</u>
<u>Fox Valley Park District - Vaughan</u>	<u>Brett Meier</u>	<u>630-907-9600</u>	<u>2013-2017</u>
<u>Deerfield Park District</u>	<u>Tim Johnson</u>	<u>847-562-2661</u>	<u>2013-2018</u>
<u>Lake Bluff Park District</u>	<u>Tim Hochford</u>	<u>847-234-4150^{#36}</u> <u>847-457-7861</u>	<u>2018</u>

[Signature]
 (Signature)

 STATE OF ILLINOIS
 SS. COUNTY OF WILL

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Rick Allen appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: 1-30 2018

My commission expires: 3-23-2019

[Signature]
 (Notary Public)

(Notary Seal)



BID PROPOSAL FORM
Nowell Recreation Center Fitness Equipment
(Page 1 of 3)

To: Joliet Park District Board of Park Commissioners
3000 West Jefferson
Joliet, IL 60435

For: Nowell Recreation Center Fitness Equipment

The undersigned Bidder, in response to your advertisement for bids for Nowell Recreation Center Fitness Equipment, having carefully examined the Specifications and other Contract Documents, hereby states that he/she will provide the equipment and perform all work and materials called for in the Bid/Contract Documents and deliver the same, within the time set forth therein and at the price stated below. These prices are to cover all expenses including delivery to Joliet, Illinois.

Bidder agrees to perform all of the work described in the Contract Documents for the following price:

\$ 61,285.00 Base Bid

Receipt of Addenda: Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addendum No: _____, Dated _____

Addendum No: _____, Dated _____

Addendum No: _____, Dated _____

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Park District and to deliver the equipment as specified in accordance with the Contract Documents.

In submitting this bid, it is understood that the right is reserved by the Park District to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

FROM: COMPANY NAME Midwest Commercial Fitness
SALES REP. Brian Fonseca
EMAIL: brian@midwestcommercialfitness.com
ADDRESS 32 N. Broadway Aurora, IL 60505
PHONE 630-556-3481 **FAX** 630-556-3503

DATE 7-30-2018

BID PROPOSAL FORM
Nowell Recreation Center Fitness Equipment
(Page 2 of 3)

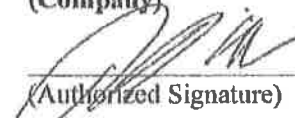
Subcontractors: List Name, Address, phone and Work Assignment

- 1. _____

- 2. _____

- 3. _____

BY: Midwest Commercial Fitness
(Company)

 AT PRESIDENT
(Authorized Signature)

32 N. Broadway
(Address)

Aurora, IL 60505
(City, State, Zip)

630-556-3481
(Phone)

7-30-18
(Date)

36-3907635
(Tax I.D. No.)

BID PROPOSAL FORM
Nowell Recreation Center Fitness Equipment
(Page 3 of 3)

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. That the Bidder has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications as submitted on the Bid Proposal Form;
- C. That it is understood and agreed that the Joliet Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- D. To hold the bid open for one hundred twenty (120) days subsequent to the date of the bid opening;
- E. To enter into and execute a Contract with the Park District within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (1) Accomplish the work in accordance with the Contract Documents; and
 - (2) Complete the work within the time requirements as set forth in the Bid Documents.
- F. To commence work as specified in the Instructions to Bidders, and to prosecute the work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract; and
- G. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 20th day of July, 2018.

Name: Midwest Commercial Fitness
By: Rick Allen
Signature: [Signature]
Title: President

STATE OF ILLINOIS
SS. COUNTY OF WILL

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Rick Allen appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing Bid Proposal as his/her free act and deed and as the act and deed of Bidder.

Dated: 7-30 20 18
[Signature]





Keile Juckem
(Notary Public)

(Notary Seal)

Fitness Equipment Specifications and Unit Pricing (1 of 3)

XT-3700 Elliptical Octane Standard Console 4 Qty

Price Each \$ 3,595 Total \$ 14,380.00

Stairmaster 8 Series Gauntlet w/15" ATSC Console 1 Qty

Total \$ 7,295.00

Octane Integrated PVS TV kit 15" LCD HDTV 4 Qty

Price Each \$ 900 Total \$ 3,600.00

Water Rower Club Rose & Black 1 Qty

Total \$ 1,095.00

Paramount 3way XFW-8200 press bench w/plate holders 1 Qty

Total \$ 1,495.00

Reflex Fitness 8.5' tall functional 10'x4' 1 Qty

Total \$ 2,795.00

Reflex fitness flat incline-adjustable 1 Qty

Total \$ 895.00

RT3 24" twist safeties w/pop pin (pair) 1 Qty

Total \$ 350.00

RT3 J-Hook, tube style (pair) 1 Qty

Total \$ 160.00

RT3 Landmine attachment w/ bronze bushings & 5/8 bolt axles 1 Qty

RT3 Landmine attachment w/ bronze bushings & 5/8 bolt axles 1 Qty

Total \$ 175.00

Fitness Equipment Specifications and Unit Pricing

(2 of 3)

RT3 adjustable twist style dip handle with pop pin 1 Qty

Total \$ 175.00

RT3 G2 Econ Rope Pull attachment 1 Qty

Total \$ 60.00

RT3 Step Up Platform -- short version 1 Qty

Total \$ 205.00

Functional rig step plate peg 2 Qty

Price Each \$ 25 Total \$ 50.00

Umax Solid premium Urethane Dumbbells 5-50 lbs. 10 pairs 1 Qty

Total \$ 1995.00

Umax Solid premium Urethane Dumbbells 55-100 lbs. 10 pairs 1 Qty

Total \$ 3950.00

Umax 8 pair Urethane Beauty Bell set w/ rack 3,5, 7.5, 10, 12.5, 15, 17.5, and 20 lb pairs 1 Qty

Total \$ 595.00

Umax Series Premium Urethane Olympic Grip plate 45 lbs 20 Qty

Price Each \$ 99 Total \$ 1980.00

Umax Series Premium Urethane Olympic Grip plate 35 lbs 8 Qty

Price Each \$ 79 Total \$ 632.00

Umax Series Premium Urethane Olympic Grip plate 25 lbs 8 Qty

Price \$ 59

Total \$ 472.00

Fitness Equipment Specifications and Unit Pricing

(3 of 3)

Umax Series Premium Urethane Olympic
Grip plate 10 lbs

16 Qty

Price \$ 25

Total \$ 400.00

Umax Series Premium Urethane Olympic
Grip plate 5 lbs

16 Qty

Price Each \$ 18

Total \$ 288.00

Umax Series Premium Urethane Olympic
Grip plate 2.5 lbs

8 Qty

Price Each \$ 11

Total \$ 88.00

Umax 28mm Hard Chrome Olympic Bar
w/ center knurling, brass bushings

2 Qty

Price Each \$ 210

Total \$ 420.00

Umax 5' E-Z Curl Olympic Hard Chrome Bar

1 Qty

Total \$ 180.00

Umax Lock Jaw Olympic Collars

3 Qty

Price Each \$ 35

Total \$ 105.00

SciFit Pro 103-JNT Inclusive Fitness IFI Adjustable Upper body
exerciser, include IF wheelchair ramp

1 Qty

Total \$ 4,595.00

Cybox Prestige Total Access Chest press (ADA compliant)

1 Qty

Total \$ 4,285.00

Cybox Prestige Total Access Overhead press (ADA compliant)

1 Qty

Total \$ 4,285.00

Cybox Prestige Total Access Lat Pull (ADA compliant)

1 Qty

Total \$ 4,285.00

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

For purposes of this Attachment, "Owner" shall mean the Joliet Park District. Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the



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- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the

Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

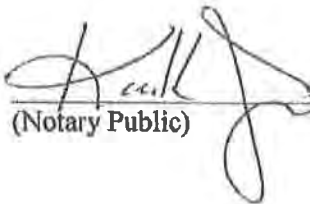
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Joliet Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR
By: 
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF Fane)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Rich Allen appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 7-30-2018


(Notary Public)

(SEAL)
775452



CONTRACT FOR THE PURCHASE OF FITNESS EQUIPMENT

This Contract for the Purchase of Fitness Equipment ("Contract"), made this 30th day of July, 2018 (the "Effective Date"), by and between the Joliet Park District, an Illinois park district (the "Park District"), with its principal place of business at 3000 West Jefferson, Joliet, Illinois and Midwest Commercial Fitness, an Illinois corporation (the "Vendor"), with its principal place of business at 36 N. Broadway, Aurora, Illinois, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Vendor, for the consideration hereinafter named, agree as follows:

1. Services

The Vendor shall provide and install the following equipment:

Fitness Equipment (the "Equipment"),

as indicated in the plans and specifications in the Contract Documents as defined in Paragraph 2 of this Contract.

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Vendor and the Invitation to Bid, Instructions to Bidders, General Conditions, and Specifications dated July 30, 2018 (the "Bid Documents"), attached to and incorporated as part of this Agreement by reference, the Vendor's Proposal, dated 7/30, 2018, attached to and incorporated as part of this Agreement as **Exhibit A**, the Contractor Compliance and Certification and References, attached to and incorporated as part of this Agreement as **Exhibit B**, and any addenda issued prior to the execution of this Contract and any modifications issued after the execution of this Contract. Modifications to this Contract 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.

3. Contract Sum and Payment

The Park District shall pay the Vendor \$61,000 and 285/100 Dollars (\$61,285), for the proper performance of the Contract (the "Contract Sum"). Payment of the Contract Sum shall be made in full after receipt and