

**BID PACKET FOR LINEN AND MAT RENTAL SERVICES**

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## ADVERTISEMENT TO BID

The Homewood-Flossmoor Park District does hereby invite sealed bids for linen and mat rental services.

Interested Bidders may obtain bid information at the Homewood-Flossmoor Park District's Administrative Office, located at 3301 Flossmoor Road, Flossmoor, IL 60422, between 9:00 a.m. – 5:00 p.m., Monday through Friday commencing on January 3, 2023. The Bid packet is available at no charge for pick-up at Goldberg Administration Center or can be downloaded from our website at [www.hfparks.com](http://www.hfparks.com).

**Bids must be submitted in a sealed envelope, marked "Sealed Bid: Linen Services" and will be received until 10:30 am, on January 17, 2023 at the Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, IL 60422, Attn: Anne Brabec, at which time the bids will be publicly opened and read aloud.**

The Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Homewood-Flossmoor Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the services. An Exemption Certificate will be furnished by the Homewood-Flossmoor Park District on request of the Bidder, for use in connection with these services only.

The Bidder selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

## INSTRUCTIONS TO BIDDERS

**DATE: January 3, 2023**

**BID REQUEST: Linen and Mat Rental Services**

Bids must be submitted in a sealed envelope, marked "Sealed Bid: Linen Services" and will be received until 10:30 am, on January 17, 2023 at the Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, IL 60422, Attn: Anne Brabec, at which time the bids will be publicly opened and read aloud. Any bids received after this time will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening.

### **1. Presentation of Bid**

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be submitted in a sealed envelope, clearly displaying the Bidder's name and address and the words "Sealed Bid: Linen Services". The Homewood-Flossmoor Park District (the "Park District") is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this section may be considered non-responsive and returned.

Each Bidder must submit with its bid an executed Vendor's Compliance and Certification Attachment form. **Failure of a Bidder to complete/submit this document may result in rejection of that Bidder's bid.**

### **2. Explanation to Bidders**

Any explanation desired by a Bidder regarding the meaning or interpretation of the Bid Documents must be requested in writing no later than five (5) business day prior to the scheduled bid opening. Address all communications to: Anne Brabec at [abrabec@hfparks.com](mailto:abrabec@hfparks.com). Any Addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders. All Bidders must acknowledge each Addenda in the bid submittal.

### **3. Errors and Omissions**

Bidders are requested to notify the Park District of any errors and omissions discovered in the Bid Documents. Address all communications to: Anne Brabec at [abrabec@hfparks.com](mailto:abrabec@hfparks.com). If an error or omission is discovered after the bid opening, the Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the Contract Documents, the successful Bidder shall request in writing an interpretation from the Park District before proceeding with the services. If the Bidder fails to make such a request, the Park District shall determine which of the conflicting requirements shall govern; and the successful Bidder shall perform the services at no additional cost to the Park District in accordance with said determination.

Omissions from the Specifications or the misdescription of details of services which are manifestly necessary to carry out the intent of Specifications or which are customarily performed, shall not relieve the successful Bidder from performing such omitted or

misdescribed details of the services, but they shall be performed as if fully and correctly set forth and described in the Specifications.

**4. Prices**

The prices are to include the delivery of all materials, transportation, insurances, warranties, and the performance of all labor and services necessary for the proper completion of the services except as may be otherwise expressly provided in the Contract Documents.

**5. Modification of Bids**

Any Bidder may modify its bid by written notice (signed by the Bidder) at any time prior to the bid deadline, provided that such written notice is received by the Park District prior to the bid deadline. Modifications of bid submittals sent by facsimile will not be permitted.

**6. Withdrawal of Bids**

Bidders may withdraw or cancel their bids at any time prior to bid deadline by signing and submitting a request for said withdrawal. After the bid deadline, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

**7. Qualifications of Bidder**

The Park District may take any action deemed necessary to investigate the qualifications of each Bidder. Each Bidder shall complete and submit the Reference form included in these Bid Documents with its bid. The Park District reserves the right to reject Bidders as the result of lack of similar experience and/or any other information obtained from the Bidder's References. Potential Bidders must demonstrate that they have provided services to five (5) clients of similar scope and cost. Bidders must also demonstrate that they have sufficient resources such as capital, labor, sub-vendors, etc. in order to accomplish all tasks to complete the services by the specified completion dates.

**8. Acceptance and Rejection**

The Park District may accept the bid of, and award the Contract for the services to, the lowest responsible Bidder as determined by and in the sole discretion of the Park District. The Park District reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of services of all and reject others, as the Park District shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. Any bid proposal which contains items not specified, or which otherwise is not in conformity with the Bid Documents, may be considered non-responsive and may be rejected on this basis. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of services of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Park District on the basis that the Park District awarded a Contract for less than all portions or

items of the services specified in the Bid Documents. The Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

**9. Award of Contract**

Award of Contract will be made to lowest responsible Bidder that complies with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, Park District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with Specifications, financial capability of Bidder, and the performance of Bidder on other projects, as determined by the Homewood-Flossmoor Park District Board of Commissioners.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Park District. Such decisions are final and not subject to recourse.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the services of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District, for execution by the Park District, all required copies of the Contract within ten (10) calendar days after the date of the Notice of Award. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Park District. The Park District may thereupon re-advertise or otherwise award said Contract.

The Advertisement for Bid, Instructions to Bidders, General Conditions, any Special Conditions, Contractor Bid Form/Specifications, Addenda, if any, and the Vendor's Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Linen Services Agreement (the "Contract" or the "Agreement"), substantially in the same form included in these Bid Documents, comprise the Contract Documents.

**10. Tax Exemption**

The Park District is not subject to federal excise or Illinois retailer's occupation tax. An Exemption Certificate will be furnished by the Park District on request of the Bidder, for use in connection with this Contract only.

**11. Substitutions**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide documentation that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. If applicable, or as requested by the Park District, the Bidder shall also submit a sample of the proposed substitute. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

## **12. Addenda**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated services so as to provide all materials, equipment, labor, and services necessary for the completion of the services in accordance with the Bid Documents.

## GENERAL CONDITIONS

The following General Conditions shall apply to the Linens Services (the "Services") for the Homewood-Flossmoor Park District (the "Park District").

**1. Completion Date/Delivery**

The successful Bidder shall complete the Services by the dates set forth in the Specifications. Failure of the successful Bidder to complete the Services in accordance with the Specifications shall constitute a breach of the Contract.

**2. Invoicing and Payment**

The successful Bidder will invoice the Park District monthly for the Services provided in the previous month. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*).

**3. Guarantee and Warranty**

The successful Bidder warrants to the Park District that all materials furnished will be of good quality unless otherwise required or permitted by the Specifications, that the materials will be free from defects not inherent in the quality required or permitted, and that the materials will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Park District.

Defective materials, including those damaged during transportation, will not be accepted and must be replaced in a manner satisfactory to the Park District at the successful Bidder's cost.

**4. Compliance with Laws**

The successful Bidder shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations and orders in performance of the Contract. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. The successful Bidder shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the successful Bidder.

**5. Insurance**

The successful Bidder 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.

- a. All insurance coverage provided by the successful Bidder shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of successful Bidder's insurance and shall not contribute with it.
- b. 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.
- c. Should any of the above-described policies be cancelled before the expiration date thereof, successful Bidder 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 the Contract.
- d. The successful Bidder shall cause each subcontractor employed by successful the Bidder to purchase and maintain insurance as required hereunder.

#### **6. Indemnification**

To the fullest extent permitted by law, the successful Bidder 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 the successful Bidder's Services, 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, 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 successful Bidder, 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. The successful Bidder 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 successful Bidder's breach of any of its obligations under, or the successful Bidder's default of, any provision of the Contract.

**BID FORM**  
**LINEN AND MAT RENTAL SERVICES**

Proposal of \_\_\_\_\_

Hereinafter called "BIDDER", (a)/(an) \_\_\_\_\_ (corporation, partnership, individual)

doing business as \_\_\_\_\_

To the Homewood-Flossmoor Park District (the "Park District")

The Bidder, in response to the Park District's advertisement for bids for **Linen Services**, having examined the Specifications and other Contract Documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to \_\_\_\_\_, Illinois.

In the event only a portion of the bid is awarded, Vendor must complete all services for that portion awarded in compliance with the Specifications. The Park District reserves the right to add or deduct from the item quantities or to delete total items as the Park District's interest may be best served.

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants: 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; 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 Form; that it is understood and agreed that the Park District reserves the right to accept or reject any or all bids, accept only portions of a proposal and reject the remainder, to waive any technicalities or irregularities, and to award the Contract to one Bidder or any series of Bidders for an appropriate portion of the services; and to hold the bid open for sixty (60) days subsequent to the date of the bid opening.

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

Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Bidder hereby agrees to enter into and execute a Contract with the Park District within ten (10) calendar days after the date of the Notice of Award and to substantially complete the services as specified in the Bid Documents.



**REFERENCES**

The undersigned has provided services for the following parties of the general kind and approximate magnitude required under this Contract (list client name, contact, phone number and dates of service). I/we hereby authorize the Homewood-Flossmoor Park District to contact the individuals listed below. Please list at least five (5) references.

| Client Name/ Scope of Services | Contact Name & Title | Phone & Email (both REQUIRED) | Dates Services Provided |
|--------------------------------|----------------------|-------------------------------|-------------------------|
| 1.                             |                      |                               |                         |
|                                |                      |                               |                         |
| 2.                             |                      |                               |                         |
|                                |                      |                               |                         |
| 3.                             |                      |                               |                         |
|                                |                      |                               |                         |
| 4.                             |                      |                               |                         |
|                                |                      |                               |                         |
| 5.                             |                      |                               |                         |
|                                |                      |                               |                         |

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

## VENDOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Contract between the Homewood-Flossmoor Park District (the "Owner" for purposes of this Exhibit A) and the Vendor. Breach by Vendor of any of the certifications may result in immediate termination of the Vendor's services by Owner.**

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

- A. Vendor 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. Vendor 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 Vendor's knowledge, no officer or employee of Vendor 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. Vendor 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. Vendor also certifies that no officers or employees of the Vendor have been so convicted and that Vendor is not the successor company or a new company created by the officers or owners of one so convicted. Vendor 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), Vendor 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 Vendor'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. Vendor 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) Vendor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Vendor 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 Vendor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Vendor's bid proposal or in Vendor, (iv) the Vendor 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 Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- G. Vendor 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. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Vendor 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. Vendor 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. Vendor 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 Vendor.
- J. If Vendor has 25 or more employees at the time of letting of the Contract, Vendor 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. Vendor 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 Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Homewood-Flossmoor Park District's designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA.

VENDOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) 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 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 Vendor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

**SAMPLE CONTRACT**  
**HOMewood-FLOSSMOOR PARK DISTRICT**  
**LINEN SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, between the Homewood-Flossmoor Park District, an Illinois unit of local government, with its main offices located at 3301 Flossmoor Road, Flossmoor, IL 60422 (hereinafter referred to as the "Park District") and \_\_\_\_\_ (hereinafter referred to as "Vendor"), collectively referred to as the "Parties" or individually as "Party".

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

**1. Linen Services.**

The Vendor shall provide all services described in the Project Manual for Linen Services for the Homewood-Flossmoor Park District, dated \_\_\_\_\_ (hereinafter referred to as the "Services"), upon the terms and conditions set forth in the Contract Documents (hereinafter defined).

**2. Contract Documents.**

The Contract Documents consist of this Agreement between the Park District and Vendor, the Project Manual for Linen Services for the Homewood-Flossmoor Park District, dated \_\_\_\_\_, and all the documents contained therein, attached to and incorporated as part of this Agreement by reference, Vendor's completed Bid Form, and Vendor's Compliance and Certification form dated \_\_\_\_\_, collectively attached and incorporated as part of this Agreement as **Exhibit A**, any addenda issued prior to the execution of this Agreement and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. Except as provided herein, in the event of a conflict or inconsistency between the Contract Documents, the terms and conditions of this Agreement shall govern. The Services shall be completed in accordance with the Contract Documents.

**3. Term.**

The term of this Agreement shall begin on February 1, 2023 and, unless otherwise terminated as provided herein, shall end on January 31, 2026 ("Initial Term"). At the sole option of the Park District, this Agreement may be renewed for two successive one-year terms as follows: February 1, 2026 through January 31, 2027 and February 1, 2027 through January 31, 2028 ("Renewal Term(s)"). Upon any such renewal, the Parties shall execute an amendment to this Agreement, and all terms and conditions, including but not limited to price, shall remain unchanged unless otherwise determined by the Park District.

**4. Performance.**

Vendor agrees to perform in a good and workmanlike manner and to the best of Vendor's ability, experience, and talents, in accordance with generally-accepted linen service providers in the Greater Chicago area, all of the duties that are described in the Contract Documents or as otherwise required by the express and implicit terms of the Contract Documents, to the satisfaction of the Park District. Vendor's duties may be specified and modified from time to time by the Park District in writing.

The Park District reserves the right to evaluate Vendor's performance of the Services, its employees and agents and, in the event such Services or performance are not in conformity with the requirements of this

Agreement, as determined by the Park District in its sole discretion, the Park District shall have the option to terminate this Agreement in accordance with Section 12 of this Agreement. Should the Park District reasonably determine that the performance of a Vendor, employee or subcontractor is inadequate or that the employee or subcontractor's continued presence is in any way inconsistent with the policies and practices of the Park District, Vendor shall remove or reassign said employee or contractor immediately upon receipt of notice from the Park District.

**5. Contract Sum.**

Except as otherwise provided herein and subject to Section 7 of this Agreement, for the Initial Term of this Agreement, the Park District agrees to pay Vendor for the proper and timely performance of the Service based on the District's actual monthly usage at the rates set forth in the Vendor's Bid Form.

**6. Payment.**

The Park District agrees to compensate Vendor for Services in accordance with the terms contained in the Contract Documents. Services shall be invoiced monthly. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*).

**7. Changes or Alterations of Services.**

The Park District reserves the right to alter the Specifications contained in the Bid Documents by adding to or deducting from the original quantities as bid without invalidating this Agreement. All such work shall be executed under the original conditions of the original Contract Documents, except for a required extension in time caused by such change or alteration.

All changes or alterations shall be made ONLY when ordered in writing by the Park District, showing all claims for changes in the contract amount.

Unless otherwise stated in the Contract Documents, the value of any change shall be determined, in the Park District's sole discretion, by one or more of the following methods: (i) by an approved lump sum; or (ii) by unit prices denoted in the Contract Documents or subsequently agreed upon in writing by the Park District.

**8. Completion Date/Delivery.**

Vendor shall complete the Services by the dates set forth in the Specifications. Failure of the Vendor to complete Services in accordance with the Specifications shall constitute a breach of the Agreement, entitling the Park District to immediately terminate this Agreement and replace Vendor at the Park District's sole option.

**9. Guarantee and Warranty.**

Vendor warrants to the Park District that all materials furnished will be of good quality unless otherwise required or permitted by the Specifications, that the materials will be free from defects not inherent in the quality required or permitted, and that the materials will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and may be rejected by the Park District.

Defective materials, including those damaged during transportation, will not be accepted and must be replaced in a manner satisfactory to the Park District at the Vendor's cost.

## **10. Insurance.**

Vendor agrees to provide and keep force during the Initial Term and any Renewal Term of this Agreement, 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.

- a. All insurance coverage provided by the 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.
- b. 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.
- c. 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 terminate the Agreement.
- d. Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance as required hereunder.

## **11. Indemnification.**

Vendor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of Vendor's Services under this Agreement, 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, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of 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 solely 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 Vendor's default of, any provision of the Agreement.

## **12. Default and Remedies.**

In the event Vendor defaults in the performance of this Agreement, or violates any of the terms or provisions of the Contract Documents, or otherwise breaches this Agreement in any way, the Park District

may, in its sole discretion, terminate this Agreement immediately upon written notice to Vendor. Upon termination due to Vendor's breach, Vendor shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement services. In the event of such termination, payment to Vendor of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by Vendor against the Park District under this Agreement, and acceptance of sums paid to Vendor shall constitute a waiver of any and all claims that may be asserted by Vendor against the Park District. Vendor shall not be entitled to lost profits or any damages resulting from termination under this Paragraph. Further, the Park District shall not be restricted to any single remedy, but shall instead be entitled to pursue all legal and equitable remedies concurrently.

### **13. Force Majeure.**

No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of a cause beyond its control, including any Act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, fire, flood, earthquake, storm or other like event, labor problem, unavailability of supplies, pandemic outbreak, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable. Vendor shall not be entitled to additional compensation in the event of a Force Majeure Event.

### **14. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any legal or equitable actions relating to this Agreement shall be brought in Cook County, Illinois, and it is expressly agreed by the Parties that the Park District shall be entitled to recover from Vendor all of its costs and expenses in pursuing such legal or equitable actions, including, but not limited to, actual attorney fees, incurred or expended in any such action. Vendor agrees that its obligations under this Agreement shall survive the termination of this Agreement.

### **15. 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 Agreement. 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.

### **16. Records.**

All books, records, reports, accounts, contracts, orders, drafts, documents, files, memoranda, reports, computer programs, and any other information or writings relating in any manner to the Park District's business or patrons, whether prepared by Vendor or otherwise coming into the possession of Vendor, are and shall remain the exclusive property of the Park District and shall be returned immediately to the Park District upon termination of this Agreement or upon the request of the Park District at any time.

**17. Independent Contractor.**

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at their own expense. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint ventures of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

**18. No Third Party Beneficiary.**

This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement 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, defenses and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

**19. Compliance with Laws; Licenses and Permits.**

Vendor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including, but not limited to age, minimum wage, workers compensation, sales tax, and equal employment, as applicable. Vendor shall, at its sole cost and obligation, be responsible for obtaining all licenses and permits required to perform its duties under this Agreement.

**20. No Waiver.**

The Park District's failure at any time or times hereafter to require strict performance by Vendor of any provision of this Agreement shall not constitute a waiver, or effect or diminish any right of the Park District to demand strict compliance and performance therewith. Any suspension or waiver by the Park District of a default of any provision of this Agreement shall not suspend, constitute a waiver of or effect any other default by Vendor under this Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements and/or covenants of Vendor contained in this Agreement and no default by Vendor under this Agreement shall be deemed to have been waived by the Park District unless such waiver is by an instrument in writing signed by the Park District specifying such suspension or waiver.

**21. Assignment.**

This Agreement is not assignable in whole or in part by Vendor, and any such assignment shall be void without prior written consent of the Park District. Vendor shall not subcontract any of the Services it is required to perform hereunder without the prior written consent of the Park District.

**22. Notice**

Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

**If to the Park District:**

Homewood-Flossmoor Park District  
3301 Flossmoor Road  
Flossmoor, IL 60422

Attn:  
Email:

**If to Vendor:**

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

**23. Severability**

If any part of this Agreement is declared to be invalid by a court of competent jurisdiction, it shall be severable, and the rest of the Parties' obligations under this Agreement shall survive. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**24. Entire Agreement; Modifications and Amendments.**

This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and written Agreements. There are no other agreements, representations, or covenants other than those set forth herein. No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

**25. Headings.**

The headings for each paragraph of this Agreement 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 Agreement nor in any way affect this Agreement.

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

**Homewood-Flossmoor Park District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**HOMEWOOD-FLOSSMOOR PARK DISTRICT  
ESTIMATED SCOPE OF LINEN AND MAT SERVICES**

| The Clubhouse*         | Inventory | ESTIMATED USAGE |     |     |       |     |      |      |     |      |     |     |     |
|------------------------|-----------|-----------------|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
|                        |           | Jan             | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
| Mat 4x6 Java brown     | 6         |                 |     |     |       |     |      |      |     |      |     |     |     |
| Mat 2.5 x 3 First Step | 3         |                 |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x10               | 4         |                 |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x5 First Step     | 1         |                 |     |     |       |     |      |      |     |      |     |     |     |
| Bag Stand              | 1         |                 |     |     |       |     |      |      |     |      |     |     |     |
| <b>Linen Rentals</b>   |           |                 |     |     |       |     |      |      |     |      |     |     |     |
| 88x88 White, Black     |           | 175             | 175 | 225 | 275   | 400 | 400  | 375  | 400 | 375  | 375 | 275 | 275 |

*Scope of work by venue*  
Mats changed every 2 weeks.  
3x10 mats only in winter months  
Linen delivery/pick up weekly  
Linen bin on premise

| Wileys*              | Inventory | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|----------------------|-----------|-----|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
| Bar Towel            | 250       |     |     |     |       |     |      |      |     |      |     |     |     |
| Apron Bib White      | 90        |     |     |     |       |     |      |      |     |      |     |     |     |
| Laundry Bag          | 50        |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x10             | 12        |     |     |     |       |     |      |      |     |      |     |     |     |
| Bag Stand            | 1         |     |     |     |       |     |      |      |     |      |     |     |     |
| <b>Linen Rentals</b> |           |     |     |     |       |     |      |      |     |      |     |     |     |
| 88x88 White, Black   |           | 75  | 75  | 75  | 300   | 300 | 150  | 150  | 150 | 150  | 75  | 75  | 150 |
| 152x114 White, Black |           | 100 | 80  | 100 | 150   | 200 | 200  | 200  | 200 | 200  | 150 | 100 | 200 |
| Napkins              |           | 50  | 50  | 50  | 200   | 200 | 100  | 100  | 100 | 100  | 50  | 50  | 100 |

Mats changed every 2 weeks  
Linen, Towel, Apron Delivery/PU wkly  
Linen bin on premise

| Irons Oaks*                | HAVE | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|----------------------------|------|-----|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
| Mat 3x10                   | 2    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 4 x 8                  | 4    |     |     |     |       |     |      |      |     |      |     |     |     |
| <b>Linen Rentals</b>       |      |     |     |     |       |     |      |      |     |      |     |     |     |
| 70x70, White, Black, Maize |      | 10  | 10  | 10  | 20    | 30  | 30   | 30   | 30  | 30   | 10  | 10  | 20  |
| 88 x 88 White,Black, Maize |      | 10  | 10  | 10  | 20    | 20  | 20   | 20   | 20  | 20   | 10  | 10  | 10  |

Mats changed every 2 weeks  
Linen may be par level or call in  
Will need linen bags & Stand

| Irwin Community Center* | HAVE | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|-------------------------|------|-----|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
| Mat 2.5x10              | 1    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 4x6 Logo'd          | 1    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 4x6                 | 1    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x7                 | 2    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x15                | 1    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x12                | 1    |     |     |     |       |     |      |      |     |      |     |     |     |
| Mat 3x10                | 1    |     |     |     |       |     |      |      |     |      |     |     |     |
| <b>Linen Rentals</b>    |      |     |     |     |       |     |      |      |     |      |     |     |     |
| 88 x 88 White, Black    |      | 20  | 20  | 20  | 30    | 40  | 40   | 40   | 40  | 40   | 30  | 20  | 20  |

Mats changed every 2 weeks  
Linen may be par level or call in  
Will need linen bags & stand

| H-F Raquet & Fitness Club* | HAVE | Jan | Feb | March | April | May | June | July | August | Sept | Oct | Nov | Dec |
|----------------------------|------|-----|-----|-------|-------|-----|------|------|--------|------|-----|-----|-----|
| Mat 3x5                    | 1    |     |     |       |       |     |      |      |        |      |     |     |     |
| Mat 4x6                    | 4    |     |     |       |       |     |      |      |        |      |     |     |     |
| Mat 3x10                   | 3    |     |     |       |       |     |      |      |        |      |     |     |     |
| Mat 5x6 Logo'd             | 1    |     |     |       |       |     |      |      |        |      |     |     |     |
| Mat 4 x 12                 | 1    |     |     |       |       |     |      |      |        |      |     |     |     |

Mats changed every 2 weeks

**\*ADDRESSES:**

**The Clubhouse at Dolphin Lake**  
2700 W. 183rd Street  
Homewood, IL 60430

**Irons Oaks Environmental Center**  
20000 Western Avenue  
Olympia Fields, IL 60461

**H-F Racquet & Fitness Center**  
2920 W. 183rd Street  
Homewood, IL 60430

**Wiley's Grill**  
800 Kedzie Avenue  
Flossmoor, IL 60422

**Irwin Community Center**  
18120 Highland Avenue  
Homewood, IL 60430