

**Fertilizer / Chemical Bid
Hoffman Estates Park District**

BID DATE: 10/01/2019

BID TIME: 10am CST

PREPARED BY:
Dustin Hugen
Director of Parks, Planning and Maintenance
847-285-5465

HOFFMAN ESTATES PARK DISTRICT
1685 W. Higgins Road
Hoffman Estates IL 60169-2998
Telephone: (847) 885-7500
Facsimile: (847) 885-7523

HOFFMAN ESTATES PARK DISTRICT

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9-10-2019

Dear Bidder:

Enclosed you will find the specifications and bidding items for **2020 Fertilizer and Chemical Early Order Program**. All pertinent information is included in the attached package. Please look at the specifications to make sure your products conform to the minimum standards. Please copy your proposal and retain one copy for your records.

I look forward to reviewing your bid proposal and working together with you. Should you have any questions or comments please contact me at (847) 285-5465.

Sincerely,

Dustin Hugen

Director of Parks, Planning and Maintenance

INVITATION TO BID

Sealed bids for **2020 Fertilizer and Chemical Early Order Program** will be received by the Hoffman Estates Park District at our office; 1685 West Higgins Road, Hoffman Estates, Illinois 60169 until **exactly 10:00 A.M. 10/01/2019.**, and then publicly opened and read. Bids submitted after the closing time will be returned unopened.

The Hoffman Estates Park District Board of Commissioners will make final award.

Proposals shall be submitted on the attached Quotation Form and returned in sealed envelope. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

The Hoffman Estates Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by an unsuccessful Bidder against the Hoffman Estates Park District.

Bid results and the award of the bid will be published on the Hoffman Estates Park District website www.heparks.org under General Information/Bid Information.

Sincerely,

Dustin Hugen

Director of Parks, Planning and Maintenance

HOFFMAN ESTATES PARK DISTRICT

INSTRUCTIONS TO BIDDERS

1. Identification of Contract

The official name and location of the contract shall henceforth be known as:

2020 Fertilizer and Chemical Early Order Program

The official name and address of the project owner shall henceforth be known as:

HOFFMAN ESTATES PARK DISTRICT
1685 West Higgins Road
Hoffman Estates, IL 60169-2998

Bid Opening: **10/01/2019**

Committee Approval: **10/15/2019**

Board Approval: **10/22/2019**

Contract Awarded: **10/24/2019**

Commencement of Contract: Commencement of paperwork shall begin immediately upon notification of award. Actual contract shall commence as soon as possible and shall continue with due diligence until full completion and acceptance.

2. Contract Documents

The Notice to Bidders, the Instructions to Bidders, Specifications, the Supplied Proposal Form. The accepted Bid Sheet and certification and the Owner's Purchase Order comprise the Contract Documents. Copies of these documents can be obtained in person from the office of the Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates IL 60169-2998.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by

the bidder must be acknowledged in the space provided on the Bid Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

4. Bid Guarantee, Bonds and Required Paperwork

A. No Bid Bonds are required for this bid.

5. Preparation and Submission of Bids

Before submitting proposal, each bidder shall carefully examine all documents pertaining to the contract.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered reasonably, prior to bidding.

All proposals must be made upon the Proposal Form furnished by the Owner attached hereto and should give the amounts bid for material and must be signed and acknowledged by the vendor. In order to insure consideration, the Proposal should be enclosed in an envelope marked "Bid Proposal for Hoffman Estates Park District –**2020 Fertilizer and Chemical Early Order Program** to be received until **10:00 A.M., 10/01/2019** showing the return address of the sender and addressed to: Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates, Illinois 60195. Bids must be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of, or a failure to open, such bid.

The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid. **Unless called for, alternate bids will not be considered.**

6. Prices

The prices are to include the cost of all materials and the furnishing of all materials.

7. Time Schedule

The timely execution of any project is extremely important. The successful bidder will have to acknowledge that his price and ability to deliver in a timely manner will be completed according to the proposed schedule provided as part of this bid process.

8. Late Bids and Modifications or Withdrawals

Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered.

9. Withdrawal of Bids

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

10. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

11. Award of Contract

- A. Award of Contract will be made to the lowest responsible bidder, as determined by the Board of Commissioners of the Hoffman Estates Park District, whose bid conforms to the invitation for bid.
- B. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Hoffman Estates Park District.

12. Authorization to Proceed

The accepted bidder shall be issued a Purchase Order from the Owner as authorization to proceed.

13. Postponement of Date for Opening Proposals

The Owner reserves the right to postpone the date of presentation and opening of proposals and will give telegraphic notice of any such postponement to each interested party.

SPECIFICATIONS

SUPPLEMENTARY CONDITIONS

SECTION I – GENERAL

1. Application

The General Conditions and Supplementary General Conditions shall be used in conjunction with and are a part of any and all Sections of the Specifications and all Contracts and Subcontracts that may be made for the completion of the work in all its parts as identified and described in the Contract Documents.

2. Definitions

Owner: The Hoffman Estates Park District, Board of Commissioners, Staff and its appointed Owner's Representative.

Contractor: A firm, corporation or individual with whom the Owner makes a direct Contract for the construction of all or any portion of the work.

The words "approve", "equal to", "as directed", etc., are interpreted and will be taken to mean "to the satisfaction of the Owner." Samples shall be submitted and approvals shall be requested in ample time to avoid any delays should resubmission of an item be necessary.

3. Contract Documents

The Contract Documents shall consist of Invitation and Instructions to Bidders; the proposal, the Owner's Purchase Order, the Supplementary Conditions and the Specifications.

4. Bonds

No Bid Bonds are required for this bid.

5. Payment

Final Payment will be made upon proper invoicing or after the delivery and acceptance of the material in conformance with the plans and specification along with all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents. Final payment will be made approximately thirty (30) days after invoicing.

6. Preparation of Bids

Include in bid all costs of material, delivery and applicable taxes (**sales tax does not apply**).

No compensation will be allowed by reason of any difficulties, which the Bidder could have discovered prior to bidding.

7. Materials

Materials shall conform to the specifications, manufacturer's specifications for all products and all applicable standards and guidelines.

8. Law Compliance

All bids shall comply with all State and Municipal Laws and Regulation, and with all Local Ordinances and Rules. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these specifications.

9. Expediting

Place orders for materials and upon receipt of Contract or Notice to Proceed and follow up vigorously to insure adequate and timely supply of product.

10. Guarantee

Any shortages of materials shall be the responsibility of the bidder and resolved so as not to cause delays.

11. Insurance

- a. General: All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Insurance companies must have a minimum policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide.

The insurance coverages must be maintained by the Contractor and the Subcontractor until all work is completed by the Contractor and accepted by the Owner. If the policy is written on claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the District for a period of not less than five (5) years from the completion of the work.

12. Labor Law

Labor Laws do not pertain to this bid as it is a material only bid.

13. Time Schedule/Major Repairs

The Vendor shall agree to a time schedule setting up delivery within an acceptable timeframe.

14. Assignment

The Vendor shall not assign the Contract nor any monies due to become due to him hereunder, to any Person, Firm, or Corporation without previous written consent of the Owner.

15. Extras

No extra work shall be allowed or paid for unless a Change Order is made and accepted by the Owner in writing.

16. Liens

No payment shall become due until the Vendor, if required, shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Vendor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

17. Default

In case of default by the Vendor, the Owner may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

18. Cancellation of Contract

If the Vendor shall, in the judgment of the Hoffman Estates Park District, be unable to carry on the work satisfactorily, or if the Vendor shall violate any of the provisions of this contract, or in case of bankruptcy of the Vendor, or failure of the Vendor to pay for supplies or workmen, or a work-stoppage, or a failure by the Vendor to provide sufficient workmen or sufficient material for the job, the Owner may serve written notice upon the Vendor and his Surety of his intention to terminate the Contract, and, if within seven (7) days after the service of such notice, the Vendor or the Surety have not proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Owner, this Contract shall cease and terminate and the Owner shall have the right to take over the work and prosecute the same to completion by Contract for the account and at the expense of the Vendor and the Surety; and the Vendor and Surety shall be liable to the Owner for any excess costs occasioned by the Owner thereby, and in such event the

Owner may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore; provided, however, that in the event the Owner determines that the failure of the Vendor or Surety to carry on the work in accordance with this Contract has resulted in an emergency which will require that the Owner take over the work immediately, to avoid loss or waste of a substantial part of the work already performed, the Owner may immediately take over the work and prosecute the same at the expense of the Vendor and Surety to the extent necessary to avoid damage, and may prosecute the same at the expense of the Vendor and Surety to the extent necessary to avoid damage, and may prosecute the same to completion at the expense of the Vendor and the Surety unless within seven (7) days after the services of the above described notice, the Vendor or Surety has proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Hoffman Estates Park District.

19. Lien Waivers (if applicable)

Not Applicable

20. Illinois Prevailing Wage Provision

Not Applicable

SPECIFICATIONS

Category	Product	Size	Price per size listed
Nutrients	12-Iron Chelated	case 2x2.5 gal	
Herbicide	2-D	case 2x1 gal	
Nutrients	43-0-0 Shaws Surf 6	bag 50#	
Wetting Agent	Alypso	case 2x2.5 gal	
Nutrients	Anderson 25-0-3 (Rough grade)	bag 50#	
PGR	Anew	case 4x1.5#	
Herbicide	Barricade 4FL	case 2x1 gal	
Fungicide	Briskway	case 2x1 gal	
Fungicide	Chlorothalonil	case 2x2.5 gal	
Fungicide	Dac Action	case 2x2.5 gal	
Herbicide	Defendor	jug 1 qt	
Nutrients	Foltec SG Minors	case 10 x2.25#	
Nutrients	Foundation 40	case 2x2.5 gal	
Herbicide	Glyphosate	case 2x2.5 gal	
Nutrients	Hydra-Fense	case 2x2.5 gal	
Nutrients	Hydra-Kace	case 2x2.5 gal	
Pigment	Jet Black Pond Dye (Powder)	case - 4 cartons	
Nutrients	Lesco NOS	bag 50#	
Fungicide	Lexicon	case 4x21 fl oz	
Herbicide	Lontrel	Bottle qt	
Insecticide	Meridian 25 WG	Jug 102 oz	
Aquatic	Phoslock	bag 55#	
Fungicide	Pinpoint	case 4x60 fl oz	
Fungicide	Posterity	Jug 105 fl oz	
PGR	Primo Maxx	case 2x1 gal	
Fungicide	Propiconazole	case 2x2.5 gal	
PGR	Proxy	case 2x2.5 gal	
Herbicide	Quicksilver T&O	8 fl oz bottle	
Aquatic	Reward	case 2x2.5 gal	
Aquatic	Seaclear G	bag 20#	
Fungicide	Secure Action	case 2x2.5 gal	
Supplies	Signal Blue Spray Indicator	case 4x1 gal	
Aquatic	SonarOne	pail 20#	

Herbicide	Specticide Total	case 4x144 fl oz	
Supplies	Incide Out Tank Cleaner	case 4x1 gal	
Fungicide	Tebuconazole	case 4x1 gal	
Fungicide	Tekken	Jug 1 gal	
Herbicide	Tenacity	Jug 1 gal	
Fungicide	Tourney	Case 4x5 lb	
Herbicide	Trimec Bent	case 2x2.5 gal	
Pigment	Turf Screen	case 2x2.5 gal	
Pigment	Turf Screen Clear	case 2x2.5 gal	
Phos Acid	Turf Summer Stress Phiter	case 2x2.5 gal	
Wetting Agent	TV Siphon	case 2x2.5 gal	
Herbicide	Vessel	case 2x2.5 gal	
Wetting Agent	Vivax	case 2x2.5 gal	
Nutrients	Worm Power Turf	case 2x2.5 gal	
Fungicide	Xzemplar	case 2x114 fl oz	

Please provide any rebates/incentives that can be obtained through this Early Order Bid Program.
