

CONTRACT DOCUMENTS

to

Furnish and Deliver Work Gloves to Various Locations for a One-Year Period

CONTRACT 24-049-11



Metropolitan Water Reclamation District of Greater Chicago

DEPARTMENT OF PROCUREMENT & MATERIALS MANAGEMENT

100 East Erie Street, Room 508 • Chicago, Illinois 60611-2803 • WWW.MWRD.ORG

2024

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CONTRACT 24-049-11

**FURNISH AND DELIVER WORK GLOVES
TO VARIOUS LOCATIONS FOR A ONE-YEAR PERIOD**

TABLE OF CONTENTS

Invitation to Bid	I-1 – I-2
Bonfire Submission Via the Bonfire Portal	BONFIRE-1 – 2
Instructions	Bonfire-1
Required Documents to be Included with the Bid Submission	Bonfire-2
General Requirements (June 2020)	G1 – G7
Detail Specifications	DS-1 – DS-17
MWRD Specification 03-03-10-10	DS-5
MWRD Specification 03-03-10-11	DS-6
MWRD Specification 03-03-10-12	DS-7
MWRD Specification 75-04-30-01	DS-8 – DS-9
MWRD Specification 82-10-29-05	DS-10
MWRD Specification 83-10-14-01	DS-11
MWRD Specification 90-08-24-02	DS-12
MWRD Specification 96-06-14-02	DS-13 – DS-14
Contract Material Substitution Questionnaire & Form	DS-15 – DS-17
Proposal	P-1 – P-5
Instructions and Provisions	P-1 – P-3
Special Instructions	P-3
Biddable Items	P-4
Signature Page	P-5
Affidavit (April 2023)	AF-1

NOTICE

INVITATION TO BID

to

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

for

CONTRACT 24-049-11

**FURNISH AND DELIVER WORK GLOVES
TO VARIOUS LOCATIONS FOR A ONE-YEAR PERIOD**

DUE JULY 30, 2024

Sealed proposals, endorsed as above, will be submitted to the Metropolitan Water Reclamation District of Greater Chicago (District) via an electronic upload to the Bonfire Portal (<https://mwrdbonfirehub.com/>), from the date of the Invitation to Bid, up to 11:00 A.M. (Central Standard Time) on the bid opening date, and will be opened publicly online by the Director of Procurement and Materials Management or designee at 11:00 A.M. on July 30, 2024. The public cannot attend but can view the bid opening at <https://mwrdbonfirehub.com/bid-opening>.

No bids will be accepted after 11:00 A.M. on the above scheduled bid opening date. All bids faxed, mailed, emailed, or hand delivered will not be considered and will be returned to the bidder. There is no bid depository safe available for mailing or hand delivering bids. The District will only accept bids electronically uploaded to the Bonfire Portal (<https://mwrdbonfirehub.com/>). Please see specific instructions on how to upload your bid to the Bonfire Portal in the bid document entitled "Submission via the Bonfire Portal." Bids will be deemed non-responsive if not submitted using the Bonfire-project specific URL link, provided by the District with the bidding documents.

Tenders are invited to furnish and deliver work gloves.

The estimated cost of this contract is as follows:

Group A — General Purpose Gloves:	\$6,500.00
Group B — Liquid Proof/Cut Resistant Gloves:	\$5,000.00
Group C — Leather/Goatskin Gloves:	\$14,000.00
Group D — Coated Palm Gloves:	<u>\$17,000.00</u>
TOTAL:	\$42,500.00

No bid deposit is required for this contract.

Specifications, proposal forms and/or plans may be obtained from the Department of Procurement and Materials Management by downloading online from the District's website at www.mwrdbonfirehub.com (the path is: Doing Business→Procurement & Materials Management→Contract Announcements). No fee is required for the Contract Documents. Any questions regarding the downloading of the Contract Document should be directed to the following email: contractdesk@mwrdbonfirehub.com, or you may call 312-751-6643.

Failure to submit the required documents as specified may render the bid non-responsive and the bid may be rejected.

Further, the District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.

If any potential Bidder contemplating to submit a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, such inquiry should be submitted online at the District's website, www.mwrdbonfirehub.com. The path is as follows: Doing Businesses → Procurement and Materials Management → Contract

Announcements. The District will provide an online response to such inquiries, as the District deems appropriate. Strings of appropriate questions and answers regarding the bidding documents will be available online on the District's website until the bid opening date of the bidding documents. No questions will be accepted by telephone, fax, email, mail, or any other such form of delivery.

The District will only respond to questions received online up to ONE WEEK prior to the bid opening date of the bidding documents. The District will not respond to questions received after this date. The District does not guarantee the timeliness of responses provided online, nor does the District guarantee that such responses will be provided in adequate time to affect the submission of bids. The District shall provide responses online ONLY if the responses do not interpret or otherwise change the bidding documents.

The District's responses online are NOT official responses and, therefore, are not binding to the bidding documents. Any official interpretation or change to the bidding documents will be made only by addenda duly issued to all plan holders on record by the Director of Procurement and Materials Management.

Bidding documents are only available online, and all addenda issued for this contract will be available online at the District's website, www.mwr.org. The path is as follows: Doing Businesses → Procurement and Materials Management → Contract Announcements. A copy of such addenda will also be emailed/faxed to each person which downloads a set of such contract documents.

Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal.

The District will only respond to questions received online up to ONE WEEK prior to the bid opening date of the bidding.

The contact person for this contract is Ms. Donna Tyes. Ms. Tyes will provide on-line responses to on-line inquiries regarding this contract.

The Metropolitan Water Reclamation District of Greater Chicago reserves the right to reject any or all Proposals.

Metropolitan Water Reclamation District
of Greater Chicago

Chicago, Illinois
July 17, 2024

Darlene A. LoCascio,
Director of Procurement & Materials Management

SUBMISSION VIA THE BONFIRE PORTAL

1. Submissions will only be accepted via an electronic upload to the Bonfire portal. To upload submissions on the Bonfire portal, go to the Bonfire project page link listed under the "Bidding Documents" link on the MWRD portal (WWW.MWRD.ORG, under DOING BUSINESS → PROCUREMENT & MATERIALS MANAGEMENT → CONTRACT ANNOUNCEMENTS → BIDDING DOCUMENTS → ADDITIONAL DOCUMENTS). This Bonfire link is unique to each solicitation. Bids will be deemed non-responsive if not submitted using the Bonfire-project specific URL link, provided by the District with the bidding documents.
2. The Bonfire link will take you to the Bonfire project page for the solicitation. On this page you will see the project details, key project dates, a list of the requested information (including the file type), and public notices (if applicable). At the bottom of the page there is a link to "Log in / Register." Click this link.
3. If you have previously registered in Bonfire for the MWRD, then enter your email address and password. It will then take you to the project page.
4. If this is your first time using the Bonfire portal, click on the "New Vendor Registration" link called "Create your free Bonfire account." Then fill out your vendor information in the required fields. When you are done, click "save" at the bottom. It will then take you to the project page.
5. At the bottom of this page, there is a "Submission" tab. You will need to declare whether you intend to bid on this opportunity. If you do, click "yes" and the "submit" button. The system will not allow you to submit a response unless you declare "yes." If you do not intend to submit a response, click "no."
6. If you stated that you intend to bid, then you will see a button called "Prepare Your Submission" at the bottom of the page. Click on this button. You can also watch a short video from Bonfire on how to prepare your submission.
7. Next you will see a page called "Complete Your Submission." You will see each of the "Requested Documents" under the title of "Step 1: Provide Submission Information." For each requested document, click the "upload file" button to submit your documents. Keep in mind that most requested documents need to be in the PDF format. If the "File Type" states PDF, then the system will only allow you to upload PDF documents. Also, some requested documents only allow a single uploaded document, while others allow the option of multiple files (if applicable to your response).
8. You do not have to upload all the documents at the same time. In other words, you can upload some documents on one day and the rest on other days. However, you will not be able to submit your response until there is at least one document uploaded for each requested document. Bonfire will not allow for incomplete responses. So please give yourself enough time before the close date to upload responses for each requested document.
9. Once you have uploaded all of your documents, check the box titled "I understand that I can't change any of the submission details or documents once the project closes" under "Step 2: Submit and Finalize." Then click the "Submit & Finalize My Submission" button.
10. Once you have submitted your response, a green bar will show up stating that your submission is complete. A confirmation code is given if you want to record proof of your submission. You have now successfully submitted your response.
11. Submissions cannot be modified after the close date. But if you need to modify or delete your submission prior to the close date, you can do this in the Bonfire portal. Log into the Bonfire portal the same way as stated in the above instructions. Then under the "Submission" tab at the bottom of the page, click the "View Receipt" link. From there, go to the bottom of the page and click the "Click here to un-submit your submission" link. Then you will be able to modify your submission. When you are finished modifying your submission, please make sure to "Submit and Finalize" your submission again, otherwise the MWRD will not receive it.

REQUIRED DOCUMENTS TO BE INCLUDED WITH THE BID SUBMISSION

1. **Proposal Signature Page and Affidavit Page (AF-1)** filled out, signed, and notarized where required.
2. **Proposal pages with bid prices**
 - a. **The biddable items for this contract are ONLY available online via a spreadsheet entitled the "Bid Pricing Spreadsheet."** Please see instructions under "Proposal—Biddable Items" below for information on how to obtain and submit the proposal pages with bid prices.
3. **Contract Material Substitution Questionnaire & Form**
 - a. Submit the form, as per the instructions on the form, if substitute products are being offered
 - b. Submit specifications/cut sheets for any proposed substitutions, labeled appropriately, as per the instructions on the form
 - c. Submit the form, as per the instructions on the form, even if substitute products are NOT being offered (indicate accordingly on the form)
4. Any **additional documents**, as applicable (business cards, company information, etc.)
 - a. This is an optional submittal as part of the bid

Please note: Failure to submit back the above required items may lead to your bid being declared nonresponsive and not considered.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS
(Short Form Contracts)

1. DEFINITIONS

Whenever the following terms in quotations appear in the Contract Documents, they shall be interpreted as follows:

“District” - Metropolitan Water Reclamation District of Greater Chicago.

“Engineer” - The Director of Engineering or Acting Director of Engineering, Director of Maintenance and Operations or Acting Director of Maintenance and Operations, any District Officer or Acting District Officer, Director of Administrative Services or Acting Director of Administrative Services, of the District, or any other Engineer or subordinate designated by the aforementioned.

“Contractor” - The Bidder to whom a Contract or purchase order is awarded.

“Director of Procurement and Materials Management” - The duly authorized Officer of the District carrying out the functions of the Purchasing Act (70 ILCS 2605/11.1-11.24) and the Board of Commissioners.

“He,” “she,” “its,” or similar term designating the Bidder or Contractor. The individual, firm or corporation awarded the Contract or Purchase Order for the equipment, material or services hereunder.

“Purchase Order” - A written order for goods and/or services, issued to the Contractor and signed by the Director of Procurement and Materials Management and the Clerk of the District, and, if applicable, the Executive Director and Chairman of the Committee on Finance.

“Or equal” -Wherever a particular process, material device, detail or part is specified herein followed by these words or by similar or equivalent expressions, such words or expressions shall be understood to mean and permit the use of another process, material, device, detail or part that the Director of Procurement and Materials Management shall determine is fully equal in suitability, quality, durability and in all other respects to the process, material, device, detail or part herein specified for such use and shall approve for use in the Contract.

2. BID REQUIREMENTS

All proposals must be submitted upon the blank form of proposal furnished with these Contract Documents by the District and shall conform to the terms and conditions set forth in these “General Requirements, Specifications, and Conditions (Short Form Contracts).” **All proposal forms are downloaded online from the District’s website, bidders are responsible to submit the contract documents back to the District as instructed in the Invitation to Bid page as an upload via the Bonfire portal.**

Failure to submit contract documents as specified may render the bid non-responsive and the bid may be rejected.

If applicable, the Bidder, when requested, shall submit to the Engineer any literature, data or other information pertaining to the equipment and/or material to be furnished under the Contract, with the pertinent features clearly indicated thereon.

Bidders are cautioned not to qualify their bids by modifying the Contract Documents, either by alterations, by supplemental statements or by adding additional terms and conditions. All bids are to be in accordance with the specifications. Bids which are not in accordance with the specifications may be rejected. No bid may be modified in any way after it has been submitted to the District.

Any proposal which indicates multiple or alternate bids shall be deemed a non-responsive bid and shall be rejected by the Director of Procurement and Materials Management, unless the Contract expressly and unequivocally requests the submission of multiple or alternate bids.

When the Contract consists of a number of items, proposals must be submitted upon all items, unless otherwise directed by special instructions. Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided therefore on the form of proposal for said approximate quantities, shall compute the total amount of the bid and shall indicate the same in the appropriate place on the form of proposal. The Bidder must bid in accordance with the unit(s) of measure called for. If an item is listed by each, the bid price must be entered by each, not by dozen or hundred. Failure to bid in accordance with the unit(s) of measure called for in the Contract Documents will render the bid non-responsive and the bid will be rejected. Such extensions and total sum are subject to verification by the Director of Procurement and Materials Management of the District and the correct extensions and sum will be used in the comparison of bids. Proposals in which all items are not bid will be rejected unless authorized in the bid documents or advertisement. All bid amounts must be written in words and written in figures when requested in the proposal. Failure to do so may lead to rejection of the bid. When discrepancies occur between the written in words and the written in figure amounts, the written words shall govern and control.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS

(Short Form Contracts)

The Director of Procurement and Materials Management may reject any proposal which indicates that the equipment, material or services to be furnished do not conform to the requirements of the Contract Documents or to the purpose and use for which the material is intended.

The total delivered cost quoted by Bidder must be total cost delivered to the location stated in the Detail Specifications. The Bidder must not qualify his bid by stating f.o.b. a location other than such stated location(s).

When the Bidder is a corporation, the contract documents must be signed in the name of the corporation by the President and Secretary of the corporation with his address and telephone number shown. If the Contract is executed by other than the President and Secretary, such officer or agent must present a certified copy of a resolution of the Board of Directors authorizing execution by the designated parties or a statement on company letterhead by an officer authorized to delegate authority, together with proof of that authority, indicating that he is authorized to sign said contract documents and that the corporation is currently in good standing with the Illinois Secretary of State. In the event that a corporation or LLC is the successful Bidder, such corporation shall present evidence, before a purchase order is issued, that it is authorized to do business in the state of Illinois which may include a print-out from the Illinois Secretary of State's website: As of July, 2005, the website is www.cyberdriveillinois.com

The District reserves the right to confirm and/or verify the accuracy of any and all company information stated or submitted by the bidder in the contract documents prior to award and/or issuance of purchase order.

805 ILCS 5/13.05 provides "a foreign corporation organized for profit, before it transacts business in this State, shall procure authority so to do (sic) from the Secretary of State." §16.05(i) provides (i) Each corporation, domestic or foreign, that fails or refuses (1) to file in the office of the recorder within the time prescribed by this Act any document required by this Act to be so filed, . . . or (3) to perform any other act required by this Act to be performed by the corporation, is guilty of a Class C misdemeanor."

A "Partnership," "Joint Venture," or "Sole Proprietor" operating under an assumed name must be registered with the Illinois county in which located, as provided in 805 ILCS 405/0.01 et. seq."

All signatures shall be in writing and no proposal shall be considered unless so signed. Photographic and/or stamped signatures are acceptable.

The Bidder must fill out, sign and have notarized the enclosed Affidavit. Proposals submitted without being accompanied by the signed Affidavit will not be considered and will not be read after being publicly opened. The Director of Procurement and Materials Management reserves the right to reject any and all proposals and to waive technicalities.

It is further understood and agreed by the bidder that the Invitation to Bid, Proposal, Affidavit, Detail Specifications,

General Requirements, Specifications, and Conditions (Short Form Contracts), Plans (if any), together with the Purchase Order(s) of the District, signed by the Director of Procurement and Materials Management, the Metropolitan Water Reclamation District, and, if applicable, the Chairman of the Committee on Finance and the Executive Director, shall constitute the Contract Documents.

3. POST QUALIFICATION DATA

Within 10 calendar days after request by the Director of Procurement and Materials Management, the apparent low bidder of this Contract shall file with the Director of Procurement and Materials Management, Post Qualification Data including full and complete disclosure of the names and addresses of the owners, stockholders, officers and directors of such a bidder and of subsidiaries and/or parent owners; provided, however, that in the event there are twenty or more owners or stockholders, only the twenty having the largest interest in the corporation, partnership, association or firm need be listed. The Director of Procurement and Materials Management shall be notified of any changes or modifications of the information disclosed in the Post Qualification Data no later than thirty (30) calendar days after such change or modification has been made, up to such time as final payment on the Contract has been approved.

Any corporation whose stock is listed on one of the major U.S. stock exchanges need not list the above data, but it must list the stock exchange.

Pursuant to a resolution of the Board of Commissioners of the District dated September 11, 1975, any Post Qualification Data or Affidavit filed as herein provided is hereby declared to be a public record open to public inspection at all reasonable times.

Failure to provide the Post Qualification Data may result in rejection of the proposal.

4. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS - PERMITS

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS

(Short Form Contracts)

No charge will be allowed for taxes from which the District is exempt. The District is not liable for the Illinois State and/or Municipal or County Retailers Occupation Tax, Service Occupation Tax, Use Tax and Service Use Tax, and prices quoted shall exclude the cost of such taxes. The Illinois exemption Identification Number is shown in the Proposal.

Federal Excise Tax does not apply to materials or services purchased by the District. Should the Federal Excise Tax be applicable to this transaction, the District will furnish a Federal Exemption Certificate. The prices quoted herein by the Bidder shall be deemed conclusively to include all other applicable direct or indirect Federal, State and Local Taxes.

The prices quoted herein shall comply with all federal laws and regulations.

The Contractor shall obtain any and all permits and certificates which may be required by the municipalities within which the work is being performed, or which may be required by any governmental agency having proper jurisdiction, without additional expense to the District; and shall strictly comply with all ordinances, laws, statutes and regulations of the District, the municipalities within which the work is being carried on, the State of Illinois, the United States Government and any governmental agency having proper jurisdiction, in any manner affecting the work hereunder or controlling or limiting in any way the actions of those engaged on work pertaining to this Contract. The Contractor shall save and keep the District harmless from any liability or expense incurred because of said permits, certificates, laws, ordinances, statutes or regulations.

All work to be performed by the Contractor's employees shall comply with all applicable federal, state, and local laws. Further, all work is to be performed in compliance with all applicable ordinances and regulations of the District unless a specific exemption is provided, in writing, by the District.

5. INSPECTION AND TESTS

All materials and workmanship furnished under this Contract shall be subject, at all times, to inspection and tests by the Director of Procurement and Materials Management or the Engineer so as to give due assurance that the terms of the specifications are being complied with in all respects. The acceptance of the equipment, material or services and payment for the same shall be subject to such inspection and tests as the District may direct.

The Engineer shall have full power to reject all equipment, materials or services furnished or work performed under this Contract, which in his opinion do not conform to the terms and conditions herein expressed.

6. GUARANTEE

Equipment or material shall be new (unless otherwise specified in the Detail Specifications) and guaranteed against defects in design, materials and workmanship for a period of one year after delivery (unless a different guarantee period is specified in the Detail Specifications). Any repairs, renewals or alterations required by reason of defects of design, material or workmanship shall be promptly furnished free of charge, ordinary wear and tear excepted, during such guarantee period.

7. STANDARDS

All equipment and materials and parts thereof furnished hereunder shall, for purposes of interchangeability and general maintenance, comply with the most widely accepted standards currently in use in the U.S. industry, unless such compliance would conflict with other specifications hereunder.

Any material specified by reference to the number, symbol or title of a specific standard (such as a Commercial Standard, a Federal Specification, a Trade Association Standard, etc.), shall comply with the requirements of the latest revision thereof, and any amendment or supplement thereto in effect on the date of the Invitation to Bid.

The Standards referred to, except where modified by these specifications, shall have full force and effect as though they were fully described herein. These standards are not furnished to Bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

8. NON- DISCRIMINATION

The Contractor, in performing the work required by this Contract, shall not refuse or deny employment to any person in any capacity on the grounds of race, creed, color, or national origin, nor shall the Contractor discriminate against any person in any manner by reasons thereof. The Contractor further agrees that each subcontract made under this Contract will contain a similar provision with respect to non-discrimination. The Contractor's attention is called to the Public Works Employment Discrimination Act, 775 ILCS 10/1 - 10/8 prohibiting race discrimination, and to the Illinois Human Rights Act, Art. 2, 775 ILCS 5/2-101 - 5/2-105 and the Contractor agrees that he shall comply with the terms thereof.

9. INTERPRETATION OF CONTRACT DOCUMENTS

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS

(Short Form Contracts)

If any potential Bidder contemplating to submit a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, such inquiry should be submitted online at the District's website, www.mwrd.org. The path is as follows: Doing Business → Procurement and Materials Management → Contract Announcements. The District will provide an online response to such inquiries, as the District deems appropriate. Strings of appropriate questions and answers regarding the bidding documents will be available online on the District's website until the bid opening date of the bidding documents. No questions will be accepted by telephone, fax, email, mail, or any other such form of delivery.

The District will only respond to questions received online up to ONE WEEK prior to the bid opening date of the bidding documents. The District will not respond to questions received after this date. The District does not guarantee the timeliness of responses provided online, nor does the District guarantee that such responses will be provided in adequate time to affect the submission of bids. The District shall provide responses online ONLY if the responses do not interpret or otherwise change the bidding documents.

The District's responses online are NOT official responses and, therefore, are not binding to the bidding documents. Any official interpretation or change to the bidding documents will be made only by addenda duly issued to all plan holders on record by the Director of Procurement and Materials Management.

Bidding documents are only available online, all addenda issued for this contract will be available online at the District's website, www.mwrd.org. The path is as follows: Doing Business → Procurement and Materials Management → Contract Announcements. A copy of such addenda will also be emailed/faxed to each person which downloads a set of such contract documents.

Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal.

Bidder will acknowledge receipt of each addendum issued in space provided on proposal signature at the time and date set to receive bids. Oral explanations will not be binding.

10. CHOICE OF LAW

The parties agree that this contract, and any subsequent contract that is awarded pursuant hereto, is governed by, and construed in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

11. INTENT OF SPECIFICATIONS

In the event that any of the provisions of these General Requirements, Specifications and Conditions and the Detail Specifications conflict with one another, it is the intention of the District that the provisions of the Detail Specifications shall govern and control.

12. CHANGES IN PLANS AND SPECIFICATIONS AND EXTRA WORK

The District reserves the right to make any alterations in the specifications and plans (where plans are a part of the Contract) which may be deemed necessary either before or after beginning any work under this Contract, without invalidating this Contract; provided that if alterations are made, the general character of the work as a whole is not changed thereby.

If such alterations increase the quantity of material, equipment or services to be furnished, where unit prices are specified, such increase shall be paid for according to the quantity of material, equipment or services actually furnished at the unit price specified under this Contract for each class of material, equipment or services furnished. If such alterations diminish the quantity of material, equipment or services to be furnished, where unit prices are specified, they shall not constitute a claim for damages or for loss of profit on the work that may be dispensed with, and the District shall not be required to pay for material, equipment or services omitted.

If such alterations increase the amount of work to be done, where lump sum prices are specified, such increase shall be paid for as Extra Work in the manner hereinafter provided. If such alterations or omissions diminish the amount of work to be done, where lump sum prices are specified, such alterations or omissions shall not constitute a claim for damages or for loss of profits on the work dispensed with, and the District shall not be required to pay for work omitted nor for any loss of anticipated profits on such omitted work.

The Contractor shall perform such Extra Work as the Engineer may approve and direct in his written order, provided that no Extra Work, the total price or cost of which is in excess of Ten Thousand Dollars (\$10,000.00) shall be performed by the Contractor until the Engineer is authorized by the Board of Commissioners of the District to issue a written order therefore, and shall have issued such written order. The written order of the Engineer to the Contractor to perform any Extra Work

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS

(Short Form Contracts)

therein mentioned is a condition precedent to any recovery on the part of said Contractor for any Extra Work performed. Wherever work is required to be done which is not now contemplated, and covered by the prices herein specified, the Engineer shall fix such prices for the work as he shall consider just and equitable, and the Contractor shall abide by such prices for any such work performed, but if the Contractor declines to execute said work at the prices fixed by the Engineer, then the District may contract with any person or persons for its execution, without this Contract being otherwise affected in any manner whatsoever.

13. EXTENSION OF TIME

If the Contractor is delayed in the prosecution of the work for which the District determines to be entirely beyond control of the Contractor, then the District shall determine the number of calendar days by which the Contractor has been so delayed and shall extend the time of completion of the work by an amount of time equal to the number of calendar days of delay so determined.

14. OPTION TO EXTEND

Should the Contract to which these specifications apply be an "open-ended" type Contract, with a finite contract term, the Contractor agrees to give the District an option to extend the Contract period for a term not to exceed ninety (90) calendar days from and after the Contract closing date. The District agrees to notify the Contractor not less than ten (10) calendar days prior to said closing date of its intention to exercise said option, and will state the length of time said Contract will continue; failure of the District to so notify the Contractor will cause said option to lapse, unless the Contractor otherwise agrees. During the period of extension, the District agrees to purchase its requirements covered by the Contract from the Contractor and the Contractor agrees to supply same at the prices specified in the Contract.

15. RESPONSIBILITY OF CONTRACTOR

No assignment by the Contractor of this Contract or any part thereof, or of the funds to be received hereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the Director of Procurement and Materials Management; provided, however, that in no event shall any assignment receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

16. INDEMNITY

The Contractor covenants and agrees that he shall defend, indemnify and hold harmless the District, its commissioners, officers, agents and employees, from any and all suits, claims, expenses (including but not limited to attorney's fees and court costs), or losses which may be imposed by law for any bodily injury, including death resulting therefrom, or property damage, including the loss of use thereof, arising out of or in connection with the services performed or products delivered by the Contractor under this Contract and caused by any error, omission or negligent act of the contractor, his employees or agents.

17. SUBCONTRACTS

The Contractor shall not subcontract any part of the work to any person or corporation that is not, in the opinion of the Director of Procurement and Materials Management, competent, experienced and financially able to properly carry out and execute the same. In the event that the Contractor desires to subcontract any part of the work, he shall, prior to subcontracting, submit to the Director of Procurement and Materials Management, a statement showing character of the work and the party or parties to whom it is proposed to subcontract the same, and his/her or their experience, financial ability and other qualifications for properly carrying out and completing the same and the written decision of the Director of Procurement and Materials Management, as to said qualifications, financial ability, experience and competency, shall be final and binding upon both parties hereto. It is further agreed that such subcontracting, or the approval thereof by the Director of Procurement and Materials Management, shall not directly or indirectly release or modify the responsibility of the Contractor for the satisfactory completion of all of the work.

18. DELIVERY

Upon notification, the Contractor shall deliver the equipment or material included under this Contract f.o.b cars on a spur track or on trucks at the point of delivery as stated in the Detail Specifications. Shipments shall be unloaded by the Contractor if and as specified.

All equipment, material and services furnished hereunder shall be delivered by the Contractor at his own risk and shall be consigned to the District for delivery as stated in the Detail Specifications.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS

(Short Form Contracts)

The Contractor shall furnish the District with an itemized list of material or equipment and pieces of equipment contained in each individual crate or box.

All material or equipment shall be properly protected from damage while in transit.

19. LIQUIDATED DAMAGES

It is understood and agreed that **TIME IS OF THE ESSENCE**. Failure on the part of the Contractor to complete the work herein specified within the time specified will result in added expense, loss, and damage to the District, and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. It is therefore agreed that in case the Contractor shall fail or neglect to complete the work included in this Contract within the time specified in the Detail Specifications, the Contractor, even though he/she is allowed to complete his/her work, shall and will pay to the District the sum specified for Liquidated Damages in the Detail Specifications for each and every day said Contractor is in default in the time specified for making performance hereunder.

Said sum is hereby agreed upon, fixed and determined by the parties hereto, as Liquidated Damages that the District will suffer by reason of such default, and not by way of a penalty.

In case the Contractor does not complete the work under this Contract within the specified time for such completion, or within said time as extended by the District, the District shall determine the number of days the Contractor is in default, and the decision of the District shall be final and binding on both parties hereto.

It is further agreed that if the District shall accept any work or make any payment or payments under this Contract after any such default or defaults, such acceptance, payment or payments shall not, in any respect, constitute a waiver or modification of any of the provisions of this Contract. Liquidated Damages may be deducted in whole or in part from any monies due the Contractor under the terms of the Contract. Bidders shall include in their bid proposal, the cost of any necessary overtime work or other unusual expenses necessary to meet the delivery time specified in the Detail Specifications, and no additional payments will be made by the District for any extra expense.

The Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services herein specified.

20. OPERATION/MAINTENANCE INSTRUCTIONS

Where applicable and not later than the date on which the equipment or materials hereunder are delivered, the Contractor shall furnish to the District two complete sets of all applicable operating and maintenance instructions, including but not limited to maintenance manuals, instructions for safe and proper operation, parts lists, wiring diagrams, and assembly drawings.

21. PARTS AND SERVICE

The Contractor, in submitting his/her proposal, represents and warrants that, for the length of time following execution of this Contract which is equal to the normal useful life of the equipment to be furnished hereunder, all supplies, replacement parts and technical services customarily needed for the proper operation and maintenance of such equipment will be made available at reasonable prices and within a reasonable time to the District upon request. Nothing contained in the immediately preceding sentence relieves the Contractor from any obligation which he/she may have under other sections of the Contract regarding guarantees, defects maintenance bonds, etc.

22. PAYMENT

The Contractor shall render invoices in duplicate for all equipment, material or services delivered and accepted.

The District will make payment for the equipment, material or services furnished under this Contract within thirty (30) calendar days after satisfactory delivery and acceptance and subsequent receipt and approval of invoicing for same.

Original invoices shall be addressed as follows:

Metropolitan Water Reclamation District
of Greater Chicago
Finance Department
P. O. Box 10642
Chicago, Illinois 60610

Additional duplicate copies may be required as specified in the Detail Specifications.

You may also email invoices to Accts.Payable@MWRD.org.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
GENERAL REQUIREMENTS, SPECIFICATIONS & CONDITIONS
(Short Form Contracts)

INVOICES SHALL BE IDENTIFIED BY THE CONTRACT NUMBER AND ALSO BY THE PURCHASE ORDER NUMBER.

23. FINANCIAL INTEREST PROVISIONS

The provisions of the Purchasing Act for the District, 70 ILCS 2605/11.1 - 11.24 are applicable to this Contract.

The Contractor's attention is specifically directed to Section 11.18 thereof, which provision, in part provides:

No officer or employee of the Metropolitan Water Reclamation District organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, Purchase Order, lease or contract to which such water reclamation district is a party. For purposes of this Section, an officer or employee of the water reclamation district is deemed to have a direct financial interest in a bid, Purchase Order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is party to any bid, Purchase Order, lease or contract with the water reclamation district.

Any officer or employee convicted of a violation of this Section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.

The Contractor shall comply with each and every section of said Act which may be applicable to this Contract.

The provisions of said Act shall be included in, and be applicable to any subcontract made by the Contractor.

This Contract, at the option of the District, may be terminated and canceled in the event the Contractor or Subcontractor breaches any of the provisions of said Act.

24. TERMINATION FOR CONVENIENCE

The District may terminate this Contract, or any portion, at any time by notice in writing from the District to the Contractor. If the Contract is terminated by the District, the Contractor shall deliver to the District all finished or unfinished documents, data, studies and reports prepared by the Contractor under this contract, and these shall be and become the property of the District. Payment for the work performed before the effective date of such termination shall be based upon the value of the services/goods actually performed/supplied by the Contractor up to the date of termination. Such payment shall be in full settlement for services rendered under this Contract. In no event shall Contractor be entitled to anticipated profits.

END OF GENERAL REQUIREMENTS, SPECIFICATIONS AND CONDITIONS (SHORT FORM CONTRACTS)

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DETAIL SPECIFICATIONS**TERM OF CONTRACT**

The successful bidder shall furnish throughout the contract period all the Water Reclamation District's work gloves awarded to him/her under Contract 24-049-11. The contract period shall be from October 1, 2024, and terminate on September 30, 2025. Prices bid shall be firm for the entire contract period.

INSPECTION OF PREMISES

Before the contract is awarded, the vendor's premises may be inspected by the Director of Procurement and Materials Management to ascertain whether there is available to the District a reasonable stock of supplies required under this contract. The vendor must maintain a reasonable stock of items on his/her premises at all times during the life of the contract.

QUALITY

Applicable material furnished under this contract is to comply with the specifications as noted under these "Detailed Specifications."

PROPOSAL SECTION

The "Detailed Specifications" of the material is found in the proposal section of the contract.

MATERIAL INSPECTION AND RESPONSIBILITY

The Contractor shall be responsible for the contracted quality and standards of all material furnished under this contract up to the time of final acceptance by the Metropolitan Water Reclamation District of Greater Chicago.

Material not complying herewith may be rejected by the Director of Procurement and Materials Management and shall be replaced by the vendor at no cost to the Metropolitan Water Reclamation District of Greater Chicago. Any materials rejected shall be removed within a reasonable time from the premises of the Metropolitan Water Reclamation of Greater Chicago. Failure of the vendor to remove said material within 30 days of notice by the storeroom personnel will lead to the disposal of the item(s) at no liability to the District.

PACKAGING

Within 14 days after receipt of the contract award notification letter, the successful bidder shall provide the Director of Procurement and Materials Management with contractor and/or manufacturer's part numbers and/or packaging quantities for all items bid per the "Detailed Specifications" in proposal section of the contract.

Where applicable, full case quantities must carry identifying covering content. This information should appear on the outside of the container so that receiving personnel may be able to readily identify merchandise.

When shipping container includes more than one (1) item or less than full case quantities, the supplier must either provide a packing slip in the container and indicate on the exterior of the shipping case that a packing slip is enclosed or show contents by name and item number on the exterior of the shipping container.

In the event receiving agencies experience difficulties in identifying contents of shipping containers, either on full case lots or mixed lots in a master carton, the supplier will be notified in writing. Failure on the part of the supplier to take corrective measures will result in rejection of shipments.

EQUAL SPECIFICATIONS

The specifications cannot cover precisely all minute details of the supplies required. For purposes of establishing a standard for quality, the item listed in the detailed specifications may show manufacturer's number, size, and color. A product of equal specifications may be substituted for the item identified by the manufacturer's number. Procedures for offering substitutes on the various types of contract items are outlined in the Proposal pages.

Bidders submitting bids for items of equal specifications shall provide samples, if requested, of the items they intend to supply. The Director of Procurement and Materials Management of the Metropolitan Water Reclamation

District of Greater Chicago will be the sole judge to determine whether or not a substitute item is actually equal to the item identified in the proposal and her decision shall be final and binding.

DELIVERY REQUIREMENTS

The total cost delivered quoted by the bidder must be the total cost delivered to the locations stated under "Delivery sites." Bidder must not qualify his/her bid by stating F.O.B. a location other than such stated location.

Delivery of the goods and /or services specified shall be made in the quantities and at the times required by the District throughout the contract period.

Deliveries shall be made within a reasonable time from date of order, and successful bidders must carry an adequate stock to ensure such delivery. In most cases a five (5) to seven- (7) day delivery will be considered a reasonable time after receipt of order. However, should a critical need arise, the successful bidder shall do his/her best to supply the items on an emergency basis. In either case, the Director of Procurement and Materials Management shall be sole judge of a reasonable length of time.

Stocking of all material is to be handled by the contractor until such items are called for. The District will from time to time, issue purchase orders, sub-orders, or partial shipment orders, for required quantities of the various items desired and points of delivery. The District will release minimum one hundred dollar (\$100.00) orders in accordance with the price quoted in the contract which is the invoice price.

In the event the Contractor is unable to maintain a reasonable delivery schedule, the District may procure, upon such terms and in such manner as the Director of Procurement and Materials Management may deem appropriate, supplies or services similar those in the Detail Specifications, and the Contractor shall be liable to the District for any excess costs for such similar supplies or service.

The Contractor shall not be liable for any excess of costs if acceptable evidence has been submitted to the Director of Procurement and Materials Management that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. The decision of the Director of Procurement and Materials Management shall be final and binding.

PARTIAL SHIPMENTS

Unless otherwise requested, the supplier shall make every effort to ship the purchase orders complete, keeping partial shipments to a minimum. The District will, from time to time, review the deliveries from the supplier during a one hundred twenty (120) day period. Partial shipments during this one hundred twenty (120) day period must not occur with more than ten (10) percent of the purchase orders placed.

Continued failure by the supplier to provide acceptable deliveries may be sufficient cause for termination of the contract after notification in writing of the complaints and failure of the supplier to correct the condition, and also may result in removal of the suppliers name from our bidders list. The Director of Procurement and Materials Management shall be the sole judge of satisfactory performance.

BASIS OF AWARD

The intent of the District is to award one (1) contract for each group or combinations of groups contained in the proposal, and failure to bid all items within a group being bid will be cause for rejection of the entire group.

The quantities given for all items are estimates only. The District will purchase and pay for only those quantities actually required during the contract period. While the estimates given are based on recent experience, the District makes no guarantee whatsoever as to quantities it will purchase. (The estimated quantity is for one (1) year, and the Vendor's total bid price should be for one (1) year.)

It is understood that under this contract, the District will not take delivery of the estimated quantities shown at one time for any item. This is an "open-end" type contract and releases will be made only for the quantities and items as needed at various times throughout the contract period. Every effort will be made, however, to make releases as reasonable in quantity as space permits.

CONTRACT FORFEITURE

If the successful bidder withdraws their bid after the award of the Contract for any reason, the Contract will be forfeited. The District may retain any monies that are due to the Bidder under this Contract in an amount not to exceed five percent (5%) of the contract value as liquidated damages.

PROMPT PAYMENT DISCOUNT TERMS

The Bidder agrees that the Metropolitan Water Reclamation District of Greater Chicago will be entitled to a 2 (two) percent discount, based solely on the value of goods received, when payment is made within 10 (ten) workdays after delivery of goods. Payment is considered complete when the associated funds are either ACH (Automated Clearing House) wire transferred to the bidder’s account or when the District issues a check to a vendor for payment within 10 (ten) workdays after delivery of goods. No discount will be deducted from payment if the associated check or ACH wire transfer occurs after 10 days from the receipt of goods.

SAMPLES FOR TESTING

If ordered by the Director of Procurement and Materials Management, the Contractor shall furnish at no cost to the District, samples of material required for testing.

The District has full power to reject any or all materials which fail in any way to meet the terms of the specifications.

STANDARDS AND QUALITY

Where applicable any material specified by reference to the number, symbol or title of a specified standard (such as a Commercial standard, a Federal Specification, Trade Association Standard, etc.), shall comply with the requirements in the latest revision thereof, and any amendment or supplement thereto in effect on the date of Invitation for Bids.

The Standards referred to, except where modified by the specifications, shall have full force and effect as though they were fully described herein. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

INSPECTION

All materials furnished under this contract shall be subject at all times to inspection and test by the Director of Procurement and Materials Management or her authorized representatives so as to give due assurance that the terms of the specifications are being complied with in all respects.

DELETIONS

The District may, from time to time during the period of this contract, desire to delete some of the items carried in the original proposal due to obsolescence of equipment, low usage by the District, or to cancel item(s) off the contract in the public’s best interest. The vendor agrees that any deletions will in no way be justification for price increases on any of the remaining items, individually or collectively, by the vendor.

ADDITIONAL MATERIAL (S)

The successful bidder shall furnish additional supplies as the Director of Procurement and Materials Management may direct in her written orders, provided that no additional supplies are in excess of ten thousand dollars (\$10,000.00). Should the requirement exceed \$10,000.00, the successful bidder shall furnish the supplies upon written authorization by the Board of Commissioners of the District.

INSURANCE

The Contractor, prior to engaging upon the work agreed to be done, shall procure, maintain, and keep in force, at the Contractor's expense, in which s/he is the named insured, such insurance coverage as follows:

<u>LINE OF INSURANCE</u>	<u>MINIMUM LIMIT OF LIABILITY</u>
1. Employer's Liability:	
A. Each Accident	\$500,000.00
B. Each employee-disease	\$500,000.00
C. Policy aggregate-disease	\$500,000.00
2. Commercial General Liability:	
A. Per occurrence.....	\$500,000.00
B. General aggregate-per Project	\$500,000.00
C. Property damage	\$500,000.00

- 3. Business Auto Liability..... \$500,000.00
- 4. Worker's Compensation.....STATUTORY*

The certificate shall state that "The Water Reclamation District, its Commissioners, Officers, agents and employees" shall be listed as additional insureds in the amounts as specified for the Contractor's Commercial General and Business Auto Liability Insurance. The Contract may be cancelled or a stop work order may be issued for failure to maintain proper insurance coverage during the term of the Contract.

Prior to engaging upon the work, the Contractor shall furnish to the Water Reclamation District certificates of such insurance, or other suitable evidence that such insurance coverage has been procured and is being maintained in full force and effect and shall obtain the written approval of same from the Director of Procurement and Materials Management. Such certificates shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 10 days after written notice thereof shall have been given by the insurance company to the Water Reclamation District.

The Contractor shall maintain and keep in force all required insurance for the duration of the Contract.

ALL INSURANCE SUBMITTALS SHALL BE IDENTIFIED BY THE CONTRACT NUMBER, 24-049-11.

DELIVERY SITES

The Contractor shall furnish and deliver all goods and/or services required, on weekdays between the hours of 7:00 A.M. to 11:45 A.M. and 12:30 P.M. to 2:30 P.M., unless otherwise directed by the Metropolitan Water Reclamation District, to the locations stated below, as required:

Stickney Water Reclamation Plant
 Storeroom
 6001 West Pershing Road
 Cicero, Illinois 60804

Calumet Water Reclamation Plant
 Storeroom
 400 East 130th Street
 Chicago, Illinois 60628

Terrence J. O'Brien Water Reclamation Plant
 Storeroom
 3500 West Howard Street
 Skokie, Illinois 60076

John E. Egan Water Reclamation Plant
 Storeroom
 500 South Meacham Road
 Schaumburg, Illinois 60193

The District reserves the right to add or delete delivery sites as may be required.

THIS CONTRACT EXPIRES SEPTEMBER 30, 2025

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 1 OF 1

SPECIFICATION

#03-03-10-10

SUBJECT OF STANDARDIZATION: WOOL GLOVE LINERS
MEETING DATE: 03-10-03 (REVISED 03/23)
GENERAL SPECIFICATIONS: MWRD Material Master # 111987

Glove Liners must be wool blend, knit wrist, reversible, 10 inch length, Men's size large.

Acceptable Product (NO SUBSTITUTIONS)

- Chicago Protective Apparel #M-W-100
- Magid KnitMaster #1493
- Global Glove #S77RW-L

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 1 OF 1

SPECIFICATION

#03-03-10-11

SUBJECT OF STANDARDIZATION: COTTON JERSEY GLOVES**MEETING DATE:** 03-10-03 (REVISED 03/23)**GENERAL SPECIFICATIONS:** MWRD Material Master # 111989

Gloves must be 9 oz. Fabric Mass, 90% Cotton/10% Rayon Blend, Brown Jersey, four finger, wing thumb, non-reversible, clute pattern, knit wrist, Men's Large size.

Acceptable Product (NO SUBSTITUTIONS)

- MAGID JERSEYMASTER #CH92
- STAUFFER #720JP

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 1 OF 1

SPECIFICATION

#03-03-10-12

SUBJECT OF STANDARDIZATION: MIG-TIG WELDING GLOVES**MEETING DATE:** 03-10-03 (REVISED 03/18)**GENERAL SPECIFICATIONS:** MWRD Material Master # 112003

MIG-TIG gloves must be top or premium grain goatskin, clute pattern, unlined palm, straight thumb, and 2 in. leather safety cuff, Extra Large size.

Acceptable Products (NO SUBSTITUTIONS)

- MCR Safety #4911 Size 11
- Protective Industrial Products (PIP) #4904XL
- Magid WeldPro #1290B-11

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 1 OF 2

SPECIFICATION

#75-04-30-01

SUBJECT OF STANDARDIZATION: GLOVES ALL TYPES**MEETING DATE:** APRIL 30, 1975 (REVISED: 01/21)**GENERAL SPECIFICATIONS:** GLOVES ALL TYPES**MWRD Material Master #**

1. 112005 Should be ordered per specification item 2, attached.
2. 111992 Should be ordered per specification item 3, attached.
3. 119266 Should be ordered per specification item 4, attached.
4. 116477 Should be ordered per specification item 5, attached.
5. 116358 Should be ordered per specification item 5, attached.
6. 116360 Should be ordered per specification item 5, attached.
7. 116361 Should be ordered per specification item 5, attached.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

BOARD OF STANDARDIZATION

PAGE 2 OF 2

SPECIFICATION

#75-04-30-01

Spec#	Description	Size	MM #	Acceptable Products
2	Fully coated PVC supported gauntlet, jersey lined. Minimum 10-inch overall length Liquid proof, rough finish for a non-slip wet grip. Appropriate for handling materials coated with grease or oil film Glove color is optional.	Men's Large	112005	Ansell Petroflex #12-210 Best Black Knight #7710R MCR #6521SJ Magid Multimaster #T1080R

Spec#	Description	Size	MM #	Acceptable Products
3	Neoprene-dipped, fully coated, supported, reinforced, fabric lined, non-reversible. Protects against acids, caustics, oils, greases and many solvents. Minimum 18" overall length Liquid proof, rough finish. Glove color optional.	Men's Large	111992	Ansell Neox #9-928 Best Neo Grab #6797R

Spec#	Description	Size	MM #	Acceptable Products
4	PVC vinyl coated, supported, jersey-lined, knit wrist, foam insulated, non-reversible, non-smooth surface. Ideal for general construction and maintenance. Minimum 10-inch overall length Shall remain flexible in temperatures to (-20) degrees F, liquid proof Glove color – highly visible orange.	Men's Large	119266	Ansell Winter Monkey Grip #23-491 Best Insulated Super Flex #73-10 Magid MultiMaster Hi-Viz #337KW

Spec#	Description	Size	MM #	Acceptable Products
5	Glove, 100% Seamless 13-Gauge Machine Knit Polyester Shell, Grey, Black Nitrix Grip Technology Palm with Premium Sandy Nitrile Palm Coating, provides grip and protection protection in oily conditions with a Water Repellent feature, ANSI cut level 1 cut resistance, ANSI level 4 abrasion resistance.	Men's Small Medium Large X-Large	 116477 116358 116360 116361	Magid ROC GP500 Nitrix Grip Palm Series Protective Industrial Products G-Tek GP #34-500 Series

NO SUBSTITUTIONS

REVISED: 12/88, 08/90, 12/95, 03/03, 06/04, 03/09, 12/15, 03/18, 05/19, 01/21

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

BOARD OF STANDARDIZATION

PAGE 1 OF 1

SPECIFICATION

#82-10-29-05

SUBJECT OF STANDARDIZATION: GLOVE - LEATHER PALM WORK

MEETING DATE: OCTOBER 29, 1982 (REVISED March 26, 2024)

GENERAL SPECIFICATIONS: MWRD MATERIAL MASTER #111993

Spec#	Description	Size	MM #	Acceptable Products (No Substitutions)
1.	Cotton canvas, four finger, wing thumb, non-reversible glove With grain pigskin or grain cowhide leather finger tips and grain pigskin or grain cowhide leather index finger, thumb, knuckle and palm lining. Minimum length of 7 inches to the cuff plus 4 1/2 inches of cuff. Cuff shall be a rubberized gauntlet cuff 4 1/2 inches in length and 1 inch of grain leather lining extending from the palm lining (pull patch). The glove construction shall be of the gunn pattern. All seams shall have sufficiently strong thread so to avoid splitting under normal wearing conditions. Glove color is optional.	Men's Extra Large Men's XXL	111993 119817	PROTECTIVE INDUSTRIAL PRODUCTS # 87-2066XL (COWHIDE) MAGID DURAMASTER #T6570G-10(COWHIDE) SAF-T-GARD STYLE #4864/XL (COWHIDE) MAGID DURAMASTER #T6570G-11(COWHIDE) PROTECTIVE INDUSTRIAL PRODUCTS #87-2066XXL (COWHIDE) SAF-T-GARD STYLE #4864/XXL (COWHIDE)

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

BOARD OF STANDARDIZATION

PAGE 1 OF 1

SPECIFICATION

#83-10-14-01

SUBJECT OF STANDARDIZATION: GLOVES - ACID AND SOLVENT RESISTANT
FOR IWD SEWAGE SAMPLING

MEETING DATE: 10-14-83 (REVISED February 19, 2021)

GENERAL SPECIFICATIONS:

Fully PVC coated glove, acid and solvent resistant, with two-piece jersey liner. No seams on the working surface. Wrinkle finish for excellent wet grip. Wing thumb and curved preflexed fingers for flexibility and fit. Knit wrist.

Color: green

MWRD Material Master #

Acceptable Product

112008

Ansell
Magid
Global

Snorkel
Economy

#4-404-8 Small
#T2070LR
#603R

NO SUBSTITUTIONS

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 1 OF 1

SPECIFICATION

#90-08-24-02

SUBJECT OF STANDARDIZATION: WELDING GLOVE**MEETING DATE:** AUGUST 24, 1990, REVISED 02/21**GENERAL SPECIFICATIONS:** LEATHER MIG/TIG WELDING GLOVES

Grain leather on palm and back of index finger, leather back and cuff, foam lining on the back, canvas-lined gauntlet cuff, shirred elastic back, sewn with Dupont Kevlar thread, Gunn glove pattern, length of 13", applicable to Mig/Tig welding.

MWRD Material Master # 112002

Acceptable Products

- Magid WeldPro #T8800XL
- Tillman #50XL

NO SUBSTITUTIONS

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 1 OF 2

SPECIFICATION

#96-06-14-02

SUBJECT OF STANDARDIZATION: HEAVY DUTY/IRON WORKERS' GLOVES**MEETING DATE:** JUNE 14, 1996 (REVISED MARCH 5, 2018)**GENERAL SPECIFICATIONS:**

The Heavy Duty/Iron Workers' Gloves shall meet the following criteria-

- Material:** Glove shall be of two-ply construction. Glove interior - in the palm, fingers, and thumb - shall be quilted fleece. Glove exterior - on the palm section, finger grasping surfaces and surrounding entire forefinger - shall be heavyweight (min. 5 oz/yard²) striped, brushed, cotton flannel. Top of glove - over middle, ring and small finger - is cotton canvas;
- Color:** Color of cotton flannel covering the palm section, forefinger and grasping surface of fingers, shall be gold or harvest gold. Canvas top and Gauntlet of glove is striped on a solid color background;
- Fit:** Glove shall feature a "turtleneck fit", and shall utilize an elastic strap sewn over the top to maintain snugness once on. Glove shall be cleft cut with gauntlet cuff attached;
- Turtleneck:** The turtleneck shall act as an attachment point for the gauntlet as opposed to the gauntlet attaching directly to the rest of the glove (see attached pictures);
- Gauntlet:** Gauntlet shall extend approximately 4.5" or greater, flaring over the wrist and lower forearm. Gauntlet material shall be cotton canvas, rubberized on its interior surface. Gauntlet color shall be red stripes on a green background, matching top of glove;
- Size:** All gloves shall be Jumbo Size, or One Size Large;
- Other:** All gloves shall be of heavyweight construction.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**BOARD OF STANDARDIZATION**

PAGE 2 OF 2

SPECIFICATION

#96-06-14-02

Glove shall be "BOSS" FLXO[®], #IBC0666 J, MAGID #64JTNEG (Jumbo size), rubberized waterproof, gauntlet cuff glove.

MWRD Material Master #111990

NO SUBSTITUTIONS.

Metropolitan Water Reclamation District of Greater Chicago

CONTRACT MATERIAL SUBSTITUTION FORM

CONTRACT #: 24-049-11

CONTRACT TITLE: Furnish and Deliver Work Gloves to Various Locations for a One-Year Period

Buyer: Donna Tyes, 312.751.3002, TyesD@mwr.org

Company Name	Address	Phone (+ extension)	Fax

Contact Person and Title	E-Mail	Other Phone

MANDATORY CONTRACT MATERIAL SUBSTITUTION QUESTIONNAIRE

Vendor is REQUIRED to "X" one line (only) below:

My bid for this contract contains NO proposed substitutions: _____

(Vendor will leave the Contract Material Substitution table below BLANK. In addition, vendor will acknowledge no substitutions in the appropriate spaces within the Bid Pricing Spreadsheet, which is submitted as part of the bid.)

My bid for this contract DOES contain proposed substitutions: _____

(Vendor will ensure that all proposed substitutions are completely included in the Contract Material Substitution table below, along with sufficient documentation to permit a thorough review of the substitute(s), as outlined in the instructions below and on pages P-1 – P-2 and P-3. In addition, vendor will acknowledge the substitution(s), as a "Y" or "N" by line item, in the appropriate spaces within the bid pricing spreadsheet, which is submitted as part of the bid.)

INSTRUCTIONS FOR COMPLETING THE CONTRACT MATERIAL SUBSTITUTION FORM

For each proposed substitution, please complete all fields in the table below. Please enter the *complete* manufacturer and/or brand name and the *complete* model and/or part number where indicated. Attach additional sheets as needed. **Upload the completed form to "Contract Material Substitution Form & Questionnaire" for this contract in the Bonfire portal (REQUIRED).**

Upload information for each substitute to "Additional Information" for this contract in the Bonfire Portal (REQUIRED). Submittals must be sufficient and detailed to permit a thorough comparison of the substitute to the material specified in the contract item description. **Each submittal must be clearly identified with the Contract Item and Material numbers and must clearly show the substitute part/model to be evaluated.** Acceptable documentation includes cut sheets, catalog pages, drawings, brochures, performance data, or other material that will allow a detailed review. If necessary, samples may be requested.

This form and specifications for each proposed substitute must be submitted with bid.

GROUP	Contract Item #	MWRD Material #	Proposed Mfr./Brand & Part/Model #	Package Quantity	Notes

GROUP	Contract Item #	MWRD Material #	Proposed Mfr./Brand & Part/Model #	Package Quantity	Notes

Attach additional pages as needed

PROPOSAL

to the

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

to

**FURNISH AND DELIVER WORK GLOVES TO
VARIOUS LOCATIONS FOR A ONE-YEAR PERIOD****CONTRACT 24-049-11****DUE: JULY 30, 2024 at 11:00 A.M.**

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Ladies and Gentlemen:

In answer to your Invitation to Bid of July 17, 2024, the bidder offers the following bid and will furnish and deliver to the designated locations all materials ordered in accordance with the Detail Specifications and General Requirements, Specifications and Conditions (Short Form) attached hereto, at the unit prices quoted herein for items 1 through 3 for Group A, items 1 through 8 for Group B, items 1 through 6 for Group C, and items 1 through 4 for Group D.

INSTRUCTIONS FOR COMPLETION OF THE PROPOSAL SECTION

Bidders may submit bids for any group or combinations of groups. Failure to bid all items within a group will be cause for rejection of the entire group. For any group which is not bid, the bidders shall enter ZERO (0) into the Unit Cost fields in the bid pricing spreadsheet, for all items in that group.

Substitutions:

Bids will be accepted only for products which are approved by the District and which are included on the approved product list in the Proposal section of the contract. Under certain conditions, bidders may offer substitutions of equal specifications.

Contract items fall into two categories:

- 1.) **RESTRICTED ITEMS:** If the words *“do not substitute”*, *“no substitutions”*, *“no substitute”*, or similar language appear in either the contract material description or any MWRD Board of Standards (BOS) Specification referenced in an item’s description, substitutes **will not be allowed** for this contract. Bids proposing substitutes for such items will be rejected.

Suppliers with substitute product(s) of equal specifications may request the District to review and add their products to the approved list for **future** contracts. The offered product(s) must comply with MWRD specifications. Requests for review of substitutes should be directed to the Director of Procurement & Materials Management. Suppliers will be required to furnish to the District the following information along with such requests:

- The manufacturer, brand name, and complete model/part number proposed;
- product information sheets;
- safety data sheets (if applicable); and
- any other information, or samples, as requested by the District.

Submittals must be sufficient to allow a thorough review of the proposed substitute. The District will be the sole judge of whether information submitted is adequate to permit evaluation.

- 2.) UNRESTRICTED ITEMS: If either an item's contract material description or any MWRD BOS Specification referenced in an item's description does not explicitly prohibit substitutes, substitutions may be proposed for inclusion in this contract.

Bidders may propose substitutes *only for those materials not expressly prohibiting substitutions in either a contract material description or in any MWRD Board of Standards Specification referenced in a material description.*

The proposed substitute(s) must comply with the contract item description(s) and the MWRD Board of Standards specification(s), if cited in an item description.

To have substitutions considered for award, the Bidder must provide for *each* substitute proposed:

- The manufacturer, brand name, and complete model/part number proposed;
- product information sheets;
- safety data sheets (if applicable); and
- any other information, or samples, as requested by the District.

Submittals must be sufficient to allow a thorough review of the proposed substitute. The District will be the sole judge of whether information submitted is adequate to permit evaluation.

Time is of the essence. Failure to provide the requested information, or sufficient information, in a timely manner may be grounds for rejection of bid.

After receipt of the above, the District will review each product for acceptance. If approved, the product(s) will be included on the approved list for this contract.

Where the Bidder does not indicate a substitute in her/his bid, it will be understood that the Bidder will provide that item in accordance with the detail description in the Contract Document.

Substitution of items after award is NOT acceptable and will result in forfeiture of the contract and retention of the bid deposit, if any, as liquidated damages. If a bid deposit is not available to be held, the District will retain any monies that are due to the Bidder under this Contract in an amount not to exceed five percent (5%) of the contract value as liquidated damages.

In all cases, the Director of Procurement & Materials Management of the Metropolitan Water Reclamation District of Greater Chicago will be the sole judge to determine whether or not a substitute item is equal to the items identified in the proposal and the decision shall be final and binding.

Units of Measure:

The proposal section for this contract must be bid in accordance with the unit(s) of measure stated for each specific item in the proposal section. If an item is listed by "each", the bid price must be entered in the same unit of measure (each), not be a different unit of measure such as dozen, box, pack, case or hundred.

Unit and Extended Prices:

When providing a bid for unit prices, dollar amounts are limited to two (2) decimal points (e.g., \$0.02). Bids received with more than two (2) decimal points will be rounded either up or down accordingly (e.g., \$0.015 will be rounded up to \$0.02, whereas \$0.014 will be rounded down to \$0.01).

All extensions of price will be calculated using the following formula: Estimated quantity (in the base unit of measure) multiplied by the unit cost at the base unit of measure stated will equal the extension cost.

In case of an error in extension, the unit price shall govern and control.

In the event that there is a discrepancy between the "Written in Words" and the "Written in Figures" amounts, the "Written in Words" amount shall govern and control.

ADDITIONAL PROVISIONS

Tax Exempt Status:

No Charge will be allowed for taxes from which the Metropolitan Water Reclamation District (District, hereinafter) is exempt, as indicated in the General Requirements, Specifications and Conditions (Short Form Contracts). The Illinois Exemption Identification Number is E99979578.

Timeliness of Award:

The District makes no guarantees as to the timeliness of award. Award of the contract is solely at the discretion of the Board of Commissioners. The Contractor/Bidder acknowledges that there are no claims for delay or escalation costs for the time it takes to award the contract.

PROMPT PAYMENT DISCOUNT TERMS

The Bidder agrees that the Metropolitan Water Reclamation District of Greater Chicago will be entitled to a 2 (two) percent discount, based solely on the value of goods received, when payment is made within 10 (ten) workdays after delivery of goods. Payment is considered complete when the associated funds are either ACH (Automated Clearing House) wire transferred to the bidder's account or when the District issues a check to a vendor for payment within 10 (ten) workdays after delivery of goods. No discount will be deducted from payment if the associated check or ACH wire transfer occurs after 10 days from the receipt of goods.

SPECIAL INSTRUCTIONS REGARDING SUBSTITUTIONS

Bidders of this contract who quote substitute products to those listed in the contract item description must:

- **Indicate a substitute is being quoted for a contract item, as per instructions on the bid pricing spreadsheet used to submit pricing for the bid.**
- **Complete the attached Contract Material Substitution Form (REQUIRED).**
 - The Bidder shall indicate:
 - The manufacturer and/or brand being proposed.
 - The complete part/model number for the proposed substitution.
- **Upload specifications for EACH substitute quoted to the Additional Documents upload field in Bonfire (REQUIRED)**
 - Each submittal must be clearly labeled with the relevant Contract Number and Material Number (e.g., Contract No. 3, Material No. 123456).
 - Vendor shall indicate on each submittal the substitute being offered.
 - Acceptable submittals include specification/cut sheets, catalog pages, brochures, performance data, drawings, etc. If multiple documents are submitted for a substitute, each document must be labeled as noted above. **Submittals must be sufficient for thorough comparison to the materials listed in the contract item description.**

Failure to bid per requirements may result in rejection of bid.

BIDDABLE ITEMS

The Biddable Items for this contract are available ONLY on-line on the District's portal: <https://mwrld.org>.

1. Go to <HTTPS://MWRD.ORG>.
2. From the main page, click DOING BUSINESS → PROCUREMENT AND MATERIAL MANAGEMENT → CONTRACT ANNOUNCEMENTS.
3. Scroll through the table to find this contract and click on the BIDDING DOCUMENTS link.
4. Log in with your registered e-mail address (or register), then check "I agree to the above". You will see two links: "Bidding Document" and "**Additional Documents**".
5. The Biddable Items are available in a spreadsheet, called "BID PRICING SPREADSHEET", under **Additional Documents**.
6. **Detailed instructions** on how to fill out the Bid Pricing Spreadsheet are also available under **Additional Documents**.

Bidders may submit bids for any group or combinations of groups. Failure to bid all items within a group will be cause for rejection of the entire group. For any group which is not bid, the bidders shall enter ZERO (0) into the Unit Cost fields for all items in that group.

The bidder must upload the Bid Pricing Spreadsheet electronically into the Bonfire Portal (<https://mwrld.bonfirehub.com>). Please see instructions on how to upload bids in the "Submission via the Bonfire Portal" section, above. **All bids faxed, mailed, emailed, or hand delivered will not be considered and will be returned to the bidder.** The Bid Depository safe is not available for mailing or hand delivering bids.

Bidder must use the Bid Pricing Spreadsheet, as enclosed in these bidding documents, to submit their bid, WITHOUT MAKING ANY ALTERATIONS OR FORMAT CHANGES TO THE BID PRICING SPREADSHEET. IF THE BID PRICING SPREADSHEET HAS BEEN UNLOCKED AND/OR ALTERED IN ANY WAY, BIDDER'S PROPOSAL MAY BE SUBJECT TO REJECTION.

Failure to do as indicated above may render the bid non-responsive, & the bid may be rejected.

PROPOSAL SIGNATURE PAGE

The Bidder hereby accepts the invitation of the Metropolitan Water Reclamation District of Greater Chicago to submit this Proposal with the understanding that it will not be canceled or withdrawn. The Bidder is required to state the legal name of their firm below and to fill out the remaining information. Do not use abbreviated versions to state your firm's name. If your firm is a Corporation or LLC your firm must be in good standing and authorized to transact business in the State of Illinois through the Secretary of State Office. Failure to do so may be cause to declare your bid non-responsive.

Dated this _____ day of _____, A.D., 20__

LEGAL NAME OF FIRM: _____

SIGNATURE OF AUTHORIZED OFFICER: _____

PRINT NAME OF OFFICER: _____

TITLE OF OFFICER: _____

E-MAIL OF AUTHORIZED OFFICER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

ATTEST

(Signature of Secretary)

(Print Name)

ALL SIGNATURES SHALL BE IN WRITING AND NO PROPOSAL SHALL BE CONSIDERED UNLESS SO SIGNED.

ADDENDA

Bidders shall acknowledge receipt of any addenda to this Proposal by identifying the addenda numbers in the space provided below. NOTE: By identifying the addenda numbers, the Bidder acknowledges that they have taken into consideration all revisions of each addendum when preparing and submitting the Proposal.

Bidding documents are available online, and any addenda issued for this contract will only be available online at the District's website, www.mwrd.org. The path is as follows: Doing Business → Procurement and Material Management → Contract Announcements. Addenda will also be emailed/faxed to each person receiving a set of the contract documents.

No. of Addenda: _____

THE AFFIDAVIT ON THE FOLLOWING PAGE MUST BE FILLED OUT, SIGNED BY THE BIDDER AND PROPERLY NOTARIZED WHERE INDICATED.

April 2023

AF-1
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AFFIDAVIT

N.B. THE FOLLOWING AFFIDAVIT MUST BE EXECUTED.

State of _____ }
County of _____ }

_____, being duly sworn says that he is

- 1) Sole Proprietor of _____ ;
2) A member of the Partnership d/b/a _____ ;
3) An officer of _____

a corporation or LLC: hereinafter called "Bidder" and that said Bidder has done work for the following parties of the kind and approximate amount shown (attach additional pages if needed):

Table with 4 columns: Year, Party, Kind of Work, Total Amount

and the said Bidder owns or has available the material, plant, and equipment necessary to satisfactorily perform the work as specified.

He further says that said Bidder is the bidder named in the attached proposal and that the signature of the person on the proposal signature page is the signature of a person who is authorized to sign the proposal. That such proposal is genuine and that said Bidder has not, directly or indirectly, conspired, combined, confederated, or agreed with any other person, officers, agents, or committee of any association, organization, or corporation, to prevent free competition in the letting of the contract for the work covered by the aforesaid proposal, or to fix the bid price or any item or factor thereof, or to induce any person not to enter into such competition, or to do any illegal act injurious to the public trade.

That the Bidder or anyone acting for said Bidder has not colluded or had any secret understanding to defraud the Metropolitan Water Reclamation District of Greater Chicago, whereby it will sustain a loss.

That said Bidder has not entered into any agreement or combination, the purpose of which is to create a monopoly or to establish a boycott or blacklist, and that said Bidder has not, directly or indirectly, submitted said proposal, or the contents thereof, or divulged information or data relative thereof, to any organization, association or corporation, or to any officer, agent, or committee thereof.

That the Bidder, its agents, officers, employees, members of its board of directors and persons owning or controlling 20 percent or more of the bidder's outstanding shares, have not, in the five years prior to bidding, been convicted, made an admission of guilt or entered a plea of nolo contendere to any of the following acts: committing or attempting to commit bribery, bid-rigging, price fixing, or defrauding a unit of government. Bidder certifies that he is not barred from contracting with any unit of State or local government as a result of violation of 720 ILCS 5/33E-3 or E-4, which pertains to bid rigging and bid rotating.

The Bidder must comply with the District's Ethic Ordinance O22-004, as amended April 7, 2022, and as may be amended in the future.

The Bidder verifies that no changes or modifications have been made to the information contained within any Post Qualification Data (PQD) submitted by the Bidder to the District within the prior six months and further that the District may rely on the information contained therein as a part of its bid evaluation. If changes or modifications have been made, the apparent successful Bidder will notify the Director of Procurement and Materials Management, in writing, of such changes within ten (10) days of the bid opening.

The Bidder represents that in the event the Contract is awarded to Bidder, he will undertake an affirmative action program to eliminate discrimination in employment because of race, creed, color, sex or national origin and will seek to actively recruit members or minority groups in the performance of the contract.

Signature of Bidder

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY
OF _____ A.D., 20 _____

Notary Public

IMPORTANT NOTE TO BIDDERS AND NON-BIDDING PLANHOLDERS
CHECKLIST FOR BIDDERS

- Bidders are notified to please read the entire contract documents and take the information into consideration when providing your bid.
- **Bidding documents are only available online, any addenda issued for this contract will be only available online at the District's website, www.mwrld.org. The path to obtain contract documents is as follows: Doing Business → Procurement and Materials Management → Contract Announcements.**
- The District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.
- The bid is being submitted on the bid forms provided by the office of the District's Director of Procurement and Materials Management. **The Bidder is responsible to submit the contract documents back to the District as instructed in the Invitation to Bid page as an upload via the Bonfire portal.**
- The bid is complete when the Bidder has completed and signed the *Proposal* and *Affidavit pages*. The *Affidavit* has been properly signed and notarized. All signatures shall be in writing and no proposal will be considered unless it is so signed. **Photographic and/or stamped signatures are acceptable.** NOTE: other documents contained in the contract may be required to be filled out and properly executed. These documents will be listed on the Bonfire-2 page in the contract booklet.
- The bid deposit, if applicable, in proper form and in the correct dollar amount, has been included in the bid. The bid documents have been reviewed by the Bidder for proper instructions and information.
- If the contract includes the Affirmative Action Ordinance, Revised Appendix D, and/or Appendix V, the Bidder must ensure the following:
 1. Each Bidder must submit with their proposals a signed and completed Utilization Plan which lists each business intended to be used as a Minority-Owned Business Enterprise (MBE) and/or Women-Owned Business Enterprise (WBE) on pages UP-2 and UP-3 and supplemental pages as necessary. **The Bidder must sign the Signature Section on page UP-4.** Failure to submit a signed Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the bidder is required to sign pages UP-4 and UP-5, the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.
 2. Each Bidder must submit **with their bid package** a copy of the MBE and/or WBE Subcontractor's Letter of Intent (page UP-6), for each company listed on their Utilization Plan. The submitted Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the MBE and/or WBE's current Letter of Certification from a state, local government, or agency or documentation demonstrating that the company is an MBE and/or WBE within the meaning of the **Revised Appendix D**. Failure to submit the Utilization Plan signed by the Bidder at the time of the bid opening and the MBE and/or WBE Subcontractor's Letter of Intent signed by each MBE and/or WBE will be viewed as non-responsive and the bid will be rejected.
- It is strongly recommended that each Bidder read the Affirmative Action Ordinance Revised Appendix D in its entirety and if you have any questions you may contact the Diversity Office at (312) 751-4035 for assistance.

IMPORTANT NOTE TO BIDDERS AND NON-BIDDING PLANHOLDERS
CHECKLIST FOR BIDDERS

- If the Contract includes the Appendix V Document for Veteran Participation Goals, the Bidder must ensure the following:

Each Bidder must submit with their proposals a completed **VBE Commitment Form** which lists each business intended to be used as a VBE. The Bidder must make a “**Good Faith Effort**” to identify Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write “**no participation**” on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran’s Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal. Should you have any questions, please contact the Diversity Office at 312-751-4035.

- If the Multi-Project Labor Agreement (MPLA) is applicable, please sign and submit back with your submission.

NON-BIDDING PLANHOLDERS

If, after receipt of the contract documents, you decline to submit a bid, please complete, and return this sheet to the Director of Procurement & Materials Management by fax at 312-751-3042 or email at contractdesk@mwrdd.org.

My company, Name _____, Vendor # _____, declines to bid on CONTRACT # _____, for the reasons checked below:

- Specifications too vague or lack sufficient information
- Bidding period too short
- Delivery period(s) for goods/services too short
- Goods/services required outside our area of business
- Other (please be specific): _____
- My firm does wish to remain on your bid list.
- Please remove my firm from your bid list.

(Signed), _____ (Title)

A PRELIMINARY LIST OF APPARENT LOW BIDDERS AND BID AMOUNTS* FOR THE MOST RECENT BID OPENING MAY BE VIEWED BY VISITING WWW.MWRD.ORG, UNDER DOING BUSINESS, PROCUREMENT AND MATERIALS MANAGEMENT, CONTRACT BID OPENING RESULTS.

*Bids are subject to review for completeness, accuracy, and compliance with all the terms and conditions provided in the Contract Documents.