

CHAMPAIGN PARK DISTRICT

NOTICE FOR BIDS

Public notice is hereby given that the Champaign Park District (District) will receive sealed bids for the provision of the District's 2027 bedding plant order until 2:00 p.m. Central Standard Time on Thursday, October 29th, 2026 at the District offices, located at 706 Kenwood Road, Champaign, IL 61821, (217) 819-3842 at which time such bids will be opened and publicly read aloud.

Bid packets will be available at the District's website bid tab (<https://champaign-parks.org/bids-rfps>) beginning Thursday, October 8th, 2026 or by emailing erin.dietmeier@champaignparks.org.

Bids are required to be submitted under a condition of irrevocability for a period of thirty (30) days after submission. The District reserves the right to reject any or all bids, waive any or all informalities in the bids, and determine the lowest responsible bidder.

The District encourages minority business firms to submit bids for the project. Bidders shall provide the services and materials in a good and workmanlike, professional and courteous manner. All bidders shall comply with provisions of the District Affirmative Action Ordinance and ensure that any subcontractor shall also comply therewith. Furthermore, all bidders shall comply with all federal, state, and local requirements pertaining to the Illinois Prevailing Wage Act, the Illinois Human Rights Act, equal opportunity regulations, and any other state or federal regulations applicable to the project and contract. All bidders are notified that the District will affirmatively assure that the contract will be awarded without discrimination on the grounds of race, color, religion, national origin, and any other protected class or characteristics, and no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity in violation of any applicable federal or state laws prohibiting such discrimination.



October 8, 2026

Dear Potential Bidder:

The Champaign Park District is requesting bids for the provision of bedding plants for the 2027 growing season as outlined in the specifications. Enclosed is a copy of the bid information.

Sealed bids shall be delivered or mailed to Erin Dietmeier, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 **by 2 p.m. prevailing time on Thursday, October 29th, 2026.** Sealed bid packets shall be clearly marked with the words: **"Bid Document: 2027 Bedding Plant Order"**, along with the bidder's name and address, on the outside of the envelope.

When submitting your sealed bid, please make sure to enclose the following:

1. 2027 Bedding Plant Order List
2. Bid Forms (page 8)
3. Commitment to Engage in Affirmative Action Practices (page 9)
4. Affirmative Action Contractor's Compliance Report (page 10-11)

If you have any questions regarding the areas, or any of the enclosed information please contact me at 217-819-3842, 7:30 a.m. to 4:00 p.m., weekdays, or erin.dietmeier@champaignparks.org

Sincerely,

Erin L Dietmeier

Erin Dietmeier
Horticulture Supervisor

Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821-4112
217.398.2550 Phone
217.355.8421 Fax
www.champaignparks.org

Park Commissioners
Craig W. Hays
Barbara J. Kuhl
Tyler R. Rouse
Jane L. Solon
Michael R. Somers

Officers
Marguerite Bailey, *Secretary*
Guy C. Hall, *Attorney*
Donna K. Lawson, *Treasurer*
Sarah Sandquist, *Executive Director*

Our mission is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Bid: The Champaign Park District is requesting bids from contractor(s) for the provision of bedding plants for the 2027 growing season as outlined in the specifications. Contractors will submit one (1) bid amount for each of the six (6) individual weekly orders that fall between May 3rd, 2027 and June 11th, 2027. One (1) contract will be awarded for each weekly order. A single contractor may be awarded as many as all six (6) weekly orders if that vendor is the low bidder for all six (6) weeks.
- 1.02 Due Date: Sealed bids shall be delivered or mailed to **Erin Dietmeier, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 2 p.m.** prevailing time on **Thursday, October 29th, 2026**, at which time bids will be opened and publicly read. Facsimile copies and late bids will not be accepted. Bids for part of an order, late bids, facsimile copies, and e-mailed copies will not be accepted.
- 1.03 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions, specifications and requirements of work to be completed. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.
- 1.04 Submission of Bid: All bids shall be submitted on the **Plant Order List, Bid Forms (Pages 8)** and accompanied by requested information including the **Champaign Park District Commitment to Engage in Affirmative Action Practices forms (Pages 9-11)**. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in an envelope sealed and clearly marked with the words: **"BID DOCUMENT: 2027 Bedding Plant Order."** The bidder shall put their name and address on the outside of the envelope.

The Champaign Park District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.

- 1.05 Awards Criteria: Award will be to the lowest priced, responsible bidder if all other requirements are satisfactorily met. Bidder must include three (3) commercial references of comparable plant order nature if that bidder has not furnished plant material to the Champaign Park District within the past four (4) years. The Champaign Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent and experienced in the class of work and whose bid is deemed to be advantageous to the interests of the Champaign Park District.
- 1.06 Rejection of Bids: The Park District reserves the right to reject any, all, or any part of a bid, and waive any or all irregularities and select the bid that is in its best interest. The Park District reserves the right to reject the bid of any bidder who previously failed to perform adequately for the Park District or any other governmental agency or company.
- 1.07 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.
- 1.08 Inquiries: Questions and comments regarding this solicitation should be directed to **Erin Dietmeier, Horticulture Supervisor**, at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois

Champaign Park District: Invitation for Bids for 2027 Bedding Plant Order

61821 or by emailing erin.dietmeier@champaignparks.org or by calling 217-819-3842. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding. Inquiries must be received by **3 pm on Friday, October 23rd, 2026**. Written responses to questions or bid addenda will be posted to the Champaign Park District "Bids & RFPs" web page by **4 pm prevailing time on Monday, October 26th, 2026**. It is the bidders' responsibility to check for bid addenda and written responses to questions.

- 1.09 Electronic Plant Order Form Available: Electronic order list is available as a Microsoft Excel document. These digital copies are for bid calculations only. The bids for the weekly Bedding Plant Order must be submitted on paper copies as specified above in 1.02 of this Section. Requests for an electronic version of the 2027 Bedding Plant Order list can be made to erin.dietmeier@champaignparks.org.

SECTION II. TERMS AND CONDITIONS

- 2.01 Definitions: *Owner* shall mean the Champaign Park District. *Contractor* shall mean party of the second part to this contract, acting directly or through his or its legal representative(s) or agent(s). *Subcontractor* shall mean persons, firms or corporations having a direct contract with the contractor, and those who contract to furnish labor or labor and materials at the site of the project.
- 2.02 Contract Documents: The contract entered into by the parties shall consist of the Instructions to Bidder, Terms and Conditions, Specifications, and Bedding Plant Order List including all modifications thereof, and a purchase order, if applicable, requiring signatures of the Champaign Park District and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.03 Payments: Contractor shall submit one (1) invoice for each weekly order to the District by the 1st Wednesday of the month. Late submissions will be pushed to the next month's billing by the Park District. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.
- 2.04 Taxes: The District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.05 Cancellation/Termination: The Park District may cancel this contract for convenience by providing thirty (30) calendar days advance notice to the contractor.

The Park District may cancel this contract for cause (i.e., fails to meet deadlines, fails to provide agreed upon service, etc.) at any time by giving one week's written notice to the contractor. The termination of the contract will be issued only after the District deems that the contractor has failed to remedy the problem after being forewarned.

The Contractor may cancel this contract for convenience or cause by providing thirty (30) calendar days advance notice to the District.

- 2.06 Compliance or Deviation to Specifications: Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.
- 2.07 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations and other Federal and State of Illinois regulations and guidelines applicable to the contract.

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- 2.08 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of the Park District, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Director of Operations and Planning or the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner. Any subcontractor assigned must meet the same requirements as the Contractor awarded the bid.
- 2.09 Independent Contractor: The contractor acknowledges and agrees that the Contractor is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, the Contractor will not act contrary to the policies of the Park District. The Contractor understands and fully agrees that the Contractor will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be the Contractor's sole responsibility and not that of the Park District. It is also understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, the Contractor will be solely responsible for the Contractor's own acts or omissions, and those of the Contractor's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless the Contractor, or the Contractor's employees and agents, if any, in matters of liability.
- 2.10 Indemnification: Contractor shall indemnify and hold harmless District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement.
- 2.11 Insurance: The Contractor shall purchase and maintain such insurance as will protect him/her from claims under worker's compensation acts and from claims or damages because of bodily injury, including death, and all property damage, including without limitation, which might arise during operations under this contract, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by either of them. After award of bids by the Park Board of Commissioners at their Regular Board Meeting, **Contractor shall provide a Certificate of Insurance**. Each sequential year of this contract the insurance requirements must be turned in for same time period corresponding to the dates above. Failure to do so will result in loss of the contract, which will be awarded to the next lowest responsible bidder. Contractor shall maintain minimum limits of insurance no less than:
- (a) Workman's Compensation as required by statute and Employers Liability Insurance: Employers Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (b) General Liability: a limit of not less than \$1,000,000 each occurrence
 - (c) Automobile Liability: limit of not less than \$500,000 each accident

Failure to maintain the required insurance may result in termination of this Contract.

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- 2.12 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid, certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- 2.13 Sexual Harassment Policy: Contractor certifies that it has a written sexual harassment policy that includes the following information:
- a. The illegality of sexual harassment.
 - b. The definition of sexual harassment under State Law.
 - c. A description of sexual harassment utilizing examples.
 - d. The Contractors internal complaint process including penalties.
 - e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
 - f. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.

A copy of the policies shall be provided to the District upon request.

- 2.14 Protest: If bidder objects to any provision of the bid, believes the District improperly rejected your offer, or believes the selected offer is not in the Champaign Park District's best interests, bidder may submit a written protest to the Executive Director within five (5) days after the opening. Owner will consider only written protests that are properly and timely filed with the District. Owner will issue a written decision and that decision is final.

SECTION III. GENERAL INFORMATION

- 3.01 Scope of Work: The contractor agrees to furnish and deliver to the District, varieties, sizes and quantities of bedding plants according to the specifications on the bedding plant order form.
- 3.02 Price: Contractors shall submit a total price for each of the six (6) individual weeks that fall between May 3rd, 2027 and June 11th, 2027 based on the varieties and number of flats required for each week. One (1) contract will be awarded for each week. A single contractor may be awarded as many as all six (6) weekly orders if that vendor is low bidder for all six (6) weeks.
- 3.03 Substitution Policy: Substitutes shall be held to a minimum and all substitutes for listed varieties must be approved by the Park District Horticulture Supervisor prior to the delivery date. If the contractor has difficulty obtaining the seed or plugs for a specified variety after the contract has been awarded, the contractor shall notify the Park District Horticulture Supervisor as soon as possible to recommend and approve suitable substitutes.
- 3.03.1 During the bidding process, if a listed variety is not available, the contractor should propose an appropriate substitute. Alternative varieties must be in written form and may be written directly on the bedding plant order or included as a separate page.
- 3.04 Delivery Specifications: Delivery dates listed on the bedding plant order form are approximate and may be subject to change. Contractors will receive a minimum 24-hour advance notice of exact delivery times. Deliveries will be made to the Champaign Park District Operations Facility located at 2311 West John Street, Champaign IL 61821.
- 3.05 Right to Refuse Delivery and/or Payment: The Champaign Park District reserves the right to refuse delivery and/or payment for all plants that fail to meet the cultural and delivery specifications.
- 3.06 Container Recycling: The Champaign Park District will make non-disposable flats available for pickup to the vendor once the planting season has concluded, if requested.

SECTION IV. CULTURAL SPECIFICATIONS

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- 4.01 Pot Sizes: For each variety, the required cells per flat are specified on the Bedding Plant order form.

Cells Per Flat	Cells Per Pack	Trade Name	
18	1	Deep 18-01	Deep 18-01 (3⅜" L x 3⅜" W x 3½" H)

(Not permitted are cell designs that encourage the spread of root systems from one cell to surrounding cells.)

Pot Name	Minimum Dimension	#/Flat
Quart	4"L x 4"W x 4½"H	12
Gallon	6½" W x 6½" H	6

- 4.02 Maturity at Delivery: The maturity at delivery column located on the bedding plant order form specifies the level of maturity the Park District expects at the time of delivery. The terms 'Blooming, Budded, or Veg.' will be listed with the expected height. When scheduling delivery dates and planting dates of seed and plugs, contractors should note the expected delivery dates to the Park District. The goal is to achieve optimal development of the plant material for transplanting by the time of delivery. Some bedding plants should be in bloom at the time of delivery for best results. Others may transplant best if only budded. Some varieties of plants may become over-mature very quickly and should be delivered in a vegetative state with no buds or blooms. Pinching of plant material is recommended to achieve desired results. Immature plants, characterized by small-delicate vegetative growth and/or root systems insufficient to hold the soil together when they are removed from a cell-pack are unacceptable.
- 4.03 Variety Identification: Proper identification of each flat is required. A **minimum of four (4) labels per flat** shall be placed at each corner with the **plant variety name clearly marked**.
- 4.04 Outdoor Acclimation: All plants are to be acclimated to outdoor conditions (i.e. temperature, wind, etc.) for a minimum of one week prior to delivery.
- 4.05 Free of Insects and Disease: All plants shall be treated with appropriate pesticides to control insect and disease problems. On delivery the plants need to be free of insects, disease, and weed pests as well as any hazardous pesticide residues.
- 4.06 Chemical Growth Inhibitors: Use of chemical growth inhibitors is generally not recommended. Bedding plants under the influence of growth inhibitors at the time of delivery are not permitted. If there is a question about the use of or need for chemical growth retardants, consult with the Horticultural Supervisor prior to use.

BID FORMS

Insurance Statement: By signing the bid documents, bidder hereby certifies that the bidder has reviewed and understands the insurance coverage requirements specified in the Bid specifications.

I hereby certify that I am duly authorized to sign as a representative for the contractor submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the items detailed in this bid.

Signed this _____ day of _____, 20____.

SUBMITTED BY:

Company

Address

Phone Fax

Cell

Email

Authorized Agent (print or type)

Signature of Authorized Agent

FIN or SS # _____

References: Please provide a list of three (3) commercial references below from past and/or current customers of comparable nature if bidder has not furnished plant material to the Park District in the past four (4) years.

Name: _____ Phone #: _____
Company _____
Address _____
Scope of Work: _____

Name: _____ Phone #: _____
Company _____
Address _____
Scope of Work: _____

Name: _____ Phone #: _____
Company _____
Address _____
Scope of Work: _____

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SECTION V: COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of _____ *(name of company)* that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, sex, age or disability.

All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

- B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request written evidence of the effectiveness of the above-required practices, policies and goals.
- C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.
- D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.
- E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with who he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

Signature of Authorized Agent

Date

Title

Telephone Number

All information provided the Champaign Park District will be held in strictest confidence.

Champaign Park District: Invitation for Bids for 2027 Bedding Plant Order

SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: _____

Telephone: _____ Fax: _____

Federal employer's identification number: _____

2. In what capacity would the company do business with the Park District?
☐ Contractor ☐ Sub-contractor ☐ Vendor ☐ Supplier ☐ Other _____

3. Major activity of company (principle product or service). _____

4. Is the company presently pre-qualified to do business with the Park District or other local and/or state government?
☐ Yes ☐ No *If yes with what agency(ies)?* _____

During the last 12 months has the company performed business with any governmental agency federal, state, county, municipal, school districts, etc.)?

☐ Yes ☐ No *If yes with what agency(ies)?* _____

Part II: Policies and Practices

A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, national origin or ancestry, age or disability? ☐ Yes ☐ No

B. Has the company developed a written affirmative action policy?
☐ Yes ☐ No *If yes, a copy of the policy shall be provided to the District upon request.*

C. Does the company have an affirmative action officer or person responsible for affirmative action?
☐ Yes *If yes please complete.* ☐ No

Name: _____

Title: _____

Telephone: _____

C. Does the company have bargaining agreements with employee organizations?
☐ Yes ☐ No

If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program? ☐ Yes ☐ No

Comments: _____

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SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT (CONTINUED)

- E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? ☐ Yes ☐ No

Comments: _____

Part III: Personnel Inventory

Occupations	White		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers								
Professionals								
Technical								
Sales Workers								
Office & Clerical								
Crafts (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								
Apprentices (blue collar)								
On the job trainees (blue collar)								
On the job trainees (white collar)								
Totals								

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

Above employee figures were obtained from: ☐ Visual check ☐ Employment records

Signature of Authorized Agent

Date

Title

Telephone Number

CHAMPAIGN PARK DISTRICT VENDOR AGREEMENT

This Agreement for 2027 Bedding Plant Order, Week One (1), (hereafter called, "Agreement") is made and effective as of November 13, 2026 by and between the CHAMPAIGN PARK DISTRICT, a municipal corporation of the State of Illinois, located at 706 Kenwood Road, Champaign, IL 61821 (hereafter referred to as, "Park District"), and _____, a(n) _____ (hereafter referred to as, ("Vendor"), located at _____, and individually or collectively referred to as "Party" or "Parties", as the case may be.

TERMS AND CONDITIONS:

WHEREAS, Park District, is a municipal corporation and local governmental entity located in the city of Champaign, Illinois;

WHEREAS, Vendor is a _____ duly authorized in Illinois and engaged in the business of growing and selling plant material;

WHEREAS, Park District and Vendor have determined that they are interested in entering into an agreement by which Vendor shall provide bedding plants to the Park District in exchange for compensation stated herein; and

WHEREAS, the foregoing recitals are agreed upon and incorporated into the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants stated herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE.

1.1 The purpose of this Agreement is for the Vendor to provide to Park District goods and/or services necessary to install plant material in flower beds that fall under Park District responsibility.

2. TERM.

2.1 The term of this Agreement shall commence November 13, 2026 and conclude June 11, 2027, unless earlier terminated pursuant to the terms of this Agreement.

3. VENDOR RESPONSIBILITIES.

3.1 The Vendor shall provide and deliver to the Champaign Park District, 2311 West John Street, Champaign, Illinois 61821, _____ (_____) flats of bedding plants for week _____ as described in accordance with provisions of the Contract documents which include: the Instructions to Bidders, the Terms and Conditions, the Specifications for 2027 Bedding Plant Orders, the Bidder Signature Page, the Commitment to Engage in Affirmative Action, and any changes mutually agreed to hereinafter, all incorporated herein by this reference.

4. PARK DISTRICT RESPONSIBILITIES.

4.1 Park District staff will assist with unloading racks and carts at time of delivery and complete a thorough inventory and examination of the plant material.

5. VENDOR'S COMPENSATION.

5.1 In consideration of the goods and/or services provided by Vendor, the Park District shall compensate the Vendor _____ as follows:

_____ for work properly performed in a good and workmanlike manner to the Park District's satisfaction pursuant to the terms of this Agreement. Contractor must provide billing by 1st Wednesday of month in order to receive payment in that month. Payment will be made after Board approval of the bills, which is the 2nd Wednesday of each month.

6. RULES, LAWS, AND ORDINANCES.

Park District and Vendor shall comply with all applicable federal, state and local statutes, rules, regulations, ordinances, licenses, and permit requirements regarding the performance and carrying out the terms of this Agreement.

7. DEFAULT.

In the event that either Party fails to comply with the terms of this Agreement, and cure such default within ten (10) days' written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement. Subject to section 8, any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination which shall survive such termination.

8. TERMINATION.

The Park District may terminate this Agreement at any time for convenience and without cause by written notice to the Vendor and the Park District shall pay the Vendor for Work properly completed to the date of termination. This Agreement may be terminated at any time by mutual agreement of the Parties and the Park District shall pay the Vendor for Work properly completed to the date of termination. This Agreement may be terminated by either Party for "cause" by giving ten (10) days' notice to the other Party in writing of such termination. For the purposes of this Agreement, "termination for cause" is defined as termination for breach or an intentional or willful violation of any of the provisions of this Agreement by a Party. The Party terminating this Agreement for cause shall specify in such writing the nature of the "cause" resulting in termination. In the event of termination for cause, Park District shall have no further obligation other than to make payments to Vendor for Work satisfactorily completed, and Vendor shall be liable to Park District for any increase in cost incurred by Park District in completing the Work. Regardless of whether Park District exercises its right to termination, Vendor hereby waives any and all claims for lost profits, and any for any other consequential or incidental damages arising because of a termination.

9. INDEPENDENT CONTRACTORS.

9.1 Vendor acknowledges and agrees that neither Vendor nor anyone with whom it may hire as an employee or independent contractor is an employee of the Park District, and are not entitled to any benefits or protections afforded employees of the Park District, nor controlled as employees of the Park District. Nevertheless, Vendor, its employees and independent contractors shall not act contrary to the policies of the Park District. Vendor understands and agrees that Vendor shall not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed shall be Vendor's sole responsibility and not that of the Park District. It is also understood that Vendor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, Vendor shall be solely responsible for Vendor's own acts or omissions, and those of Vendor's employees, contractors, and agents, if any. The Park District shall not in any manner whatsoever be obligated to defend, indemnify or hold harmless Vendor, or Vendor's employees and agents, if any, in matters of liability.

9.2 Vendor acknowledges and agrees that Vendor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of Vendor and those employees, contractors, and agents, if any, employed by Vendor.

10. CONTROL OF WORK.

Vendor and its employees, contractors, and agents shall at all times have sole control over the manner, means and methods of performing the work and services required by the Agreement according to their independent judgment; provided that, their conduct shall not be contrary to this Agreement and the policies and procedures of Park District. Furthermore, Vendor is solely responsible for the direction of such employees, contractors, and agents. Vendor acknowledges that its employees, contractors, and agents will devote sufficient time and effort as is necessary to carry out the terms of this Agreement in a professional manner in order to complete the classes offered.

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11. EQUIPMENT AND EXPENSES.

Vendor shall be responsible for all expenses, including, without limitation, the provision of equipment and materials related to carrying out this Agreement unless otherwise stated herein.

12. REPRESENTATIONS AND WARRANTIES.

Vendor represents and warrants that it and its employees, contractors, and agents have the skills and knowledge necessary to perform the terms of this Agreement in a safe, proper, efficient, thorough and satisfactory manner and understand that Park District is relying on such representations in connection herewith.

13. INSURANCE.

Vendor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Vendor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Vendor's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements, extensions or riders necessary to assure coverage, together with such certificates of insurance which identify the required coverages. All liability insurance shall provide coverage on an "occurrence" basis and not on a "claims made" basis. Such policies shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Vendor at its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Vendor. In such event, Vendor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Vendor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Vendor shall maintain worker's compensation insurance sufficient to satisfy all applicable state and/or federal laws and must show policy number on certificate of insurance if workman's compensation is provided. Vendor shall keep comprehensive automobile liability insurance with a bodily injury of \$1,000,000 per person and \$1,000,000 per accident. Such automobile liability insurance shall cover property damage of \$500,000 each occurrence or combined single limit of \$500,000. Vendor shall carry umbrella liability insurance with minimum limits of \$5,000,000 in the aggregate.

14. INDEMNIFICATION.

Vendor shall indemnify, defend and hold harmless Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises from an act, failure, or omission on the part of Vendor or any of its trustees, directors, officers, employees, contractors, agents and representatives in carrying out of the terms of this Agreement.

Park District shall indemnify, defend and hold harmless Vendor and any of its trustees, directors, officers, employees, contractors, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Vendor that arises solely from an act, failure, or omission on the part of Park District or any of its commissioners, directors, officers, employees, agents, representatives, and volunteers in carrying out of the terms of this Agreement.

15. SUCCESSORS AND ASSIGNS.

This Agreement shall not be assigned or delegated by a Party to any subsidiary, assignee, successor, partner, employee, agent or affiliate without the prior written consent of the other Party, which shall not be unreasonably withheld. If Park District permits the assignment of the services provided for hereunder at any

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one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.

16. APPLICABLE LAW AND VENUE.

This Agreement is governed by and shall be interpreted according to the laws of the State of Illinois, without application of its conflict of laws provisions. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. In the event of any claims or lawsuits regarding this Agreement, a state or federal court located in Champaign County, Illinois, shall be the venue for such claims or suits.

17. SEVERABILITY.

In the event any one or more of the provisions set forth in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain in effect.

18. WAIVER.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

19. COUNTERPARTS.

This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from any such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

20. DIGITAL TRANSMISSIONS.

The Parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting Party agrees to provide the receiving Party with the original document transmitted digitally; however, the Parties agree that the failure of either Party to comply with such a request shall in no manner whatsoever affect the genuineness, authenticity, or enforceability of the document or this contract. Each Party waives and relinquishes as a defense to the formation or enforceability of any contract between the Parties, or provision thereof, the fact that a digital transmission was utilized.

21. NOTICE.

All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective Party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or at such other place or address as the Parties shall provide to each other in writing.

Champaign Park District
Attn: Executive Director
706 Kenwood Road
Champaign, IL 61821

22. FORCE MAJEURE.

The Parties shall not be liable for, nor shall either of them be considered in breach of this Agreement due to, in whole or in part, any delay, failure or inability to perform the Services or other obligations under this Agreement as a result of a cause beyond its reasonable control, including, without limitation, any act of God or

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a public enemy or terrorist; any act, omission, or delay in action of any military, governmental, quasi-governmental, or regulatory authority or agency; any local, state, regional, or federal emergency; change in any law, rule, or regulation; any natural disaster or other like event; any epidemic or pandemic; any quarantine, self-quarantine, shelter-in-place, or like preventive measure issued or recommended by any governmental or quasi-governmental authority or agency; or any disruption or outage of communications, power or other utility. The time for performance required of the Parties (to the extent such delay, failure, or inability is reasonably curable by additional time) shall be extended by the period of such delay and in no event shall a Party be expected to expend or incur any additional costs or expenses beyond those reasonably anticipated at the commencement of this Agreement, nor shall the occurrence of the Force Majeure Event affect the obligation of a Party to pay money (or cause any third party to make payment of money on a Party's behalf) in a timely manner which matured prior to the occurrence of Force Majeure Event.

23. REPRESENTATION OF AUTHORITY.

Each person or entity executing this Agreement represents that they are authorized to execute the Agreement. Each person executing this Agreement on behalf of any entity represents that they are authorized to execute this Agreement on behalf of such entity.

24. ENTIRE AGREEMENT.

This Agreement and any written addendum, amendment, or exhibit to it executed in writing by the Parties constitute(s) the entire contract between Park District and Vendor, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Park District and Vendor.

25. TIME OF THE ESSENCE.

Time is of the essence of this Agreement. It shall be binding upon the representatives, successors and permitted assigns of the Parties hereto.

WHEREOF, the Parties hereto have caused this Agreement to be executed and effective as of the date first above written.

Champaign Park District,
a municipal corporation

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____

Title: _____