

Lan-Oak Park District

Program Brochure Bid Packet

Summer 2021-Winter/Spring 2024

LEGAL NOTICE

Notice is hereby given to printers that the Lan-Oak Park District will be receiving sealed bids for the Summer 2021, Fall 2021, Winter/Spring 2022, Summer 2022, Fall 2022, Winter Spring 2023, Summer 2023, Fall 2023, Winter Spring 2024 program brochures (nine brochures).

Specifications may be obtained via email sdesjardins@lanoakparkdistrict.org, on the park district website at www.lanoakparkdistrict.org, at the Lan-Oak Park District Eisenhower Fitness & Community Center, 2550 178th Street, Lansing, Illinois, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. On-site availability may be affected by State of Illinois COVID Executive Orders requiring closure or altered hours.

Each bid must be placed in a sealed envelope marked "Sealed Bid: Program Brochures (2021-2024)" and addressed to the Lan-Oak Park District, 2550 178th Street, Lansing, IL, 60438, Attention: Secretary to the Board. Bids will be received until 10 A.M. on January 11, 2021, at which time the bid proposals will be opened and read aloud at the offices at 2550 178th Street, Lansing, Illinois, 60438. If State of Illinois COVID Executive Order requires building closure, the bid opening will be offered virtually. Meeting instructions will be posted on the park district website at www.lanoakparkdistrict.org.

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

Bids shall not include federal excise tax or state sales tax. An Exemption Certificate will be furnished by the Park District on request of the Bidder.

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

By order of the Board of Park Commissioners of the Lan-Oak Park District.

Sharon Desjardins
Secretary to the
Board of Commissioners

INSTRUCTIONS TO BIDDERS

PROJECT NAME: Program Brochures
(2021-2024)

DUE DATE: January 11, 2021

The Lan-Oak Park District and "Owner" are one and the same. The Owner's representative, Sharon Desjardins, for the printing of stated Program Brochures, can be contacted at the Lan-oak Park District, 2550 178th Street, Lansing, Illinois, 60438, 708-474-8552. Communication is preferred via email at sdesjardins@lanoakparkdistrict.org.

The word "Printer," "Bidder," "Company" and "Vendor" shall mean the party or manufacturer bidding for or entering the contract for the performance of the work/services covered by the written specifications and brochure examples, and his/her legal representatives or authorized agents.

I. EXAMINATION OF SPECIFICATIONS, DRAWINGS, ETC.

Bidder shall thoroughly examine and be familiar with the brochure examples and the written specifications. The failure or omission of any Bidder to receive or examine any brochure or the written specifications and acquaint himself/herself with the same shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees and warrants that he/she has examined the brochure examples and written specifications, and where the specifications require, in any part of the work, that a given result be produced, that the specifications and brochure examples are adequate, and the required results can be produced in accordance with the specifications and brochure examples.

Please Note: If you plan to bid and would like brochure examples sent to you, please email your request to sdesjardins@lanoakparkdistrict.org. A current brochure example can be found on the park district website at www.lanoakparkdistrict.org

II. REQUIREMENTS OF BIDDERS

Bidders bidding these products and services must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in providing the products and services similar in kind and scope to the products and services required herein; and 2) are able to show that they have adequate laborers and materials to successfully complete the services as indicated in the Bid Documents and within the time required by the Bid Documents.

The following information must be attached to the bid proposal form. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid:**

- A. On the attached sheet, list at least five (5) buyers of similar products within the past three years,

giving the name, address, telephone number, contact person and date purchased.

- B. Each Bidder shall complete and submit with its bid the Vendor Compliance and Certification Attachment included in these Bid Documents.

III. PLANS AND SPECIFICATIONS

Program brochure examples and written specifications may be obtained at the Lan-Oak Park District Eisenhower Fitness & Community Center, 2550 178th Street, Lansing, Illinois 60438 during regular business hours, 9:00 A.M. - 5:00 P.M., Monday through Friday, may be accessed at www.lanoakparkdistrict.org, or may be mailed upon request. Requests should be submitted via email at sdesjardins@lanoakparkdistrict.org.

IV. SUBMISSION OF BID

Bidder shall use the proposal form provided, which shall be filled out completely in ink, and in DUPLICATE, and returned in a sealed envelope marked "SEALED BID: PROGRAM BROCHURES (2021-2024)", the name of the bidder, date and time of opening, and addressed to the Lan-Oak Park District Eisenhower Fitness & Community Center, 2550 178th Street, Lansing, Illinois, 60438, ATTENTION: SECRETARY TO THE BOARD. Bids shall be received at or before 10 A.M., January 11, 2021, with the bid opening immediately following.

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials, insurance, warranties, and the performance of all labor and services, necessary for the proper completion of the services required hereunder. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the services. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Attached to the Bid Proposal Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the Contract for the services to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all bids which are separately set forth on the bid proposal form and reject others, as the Owner shall in its sole discretion determine to be in its best interests; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation

that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted bid proposal form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the work specified in the Bid Documents. The Board of Park Commissioners reserves the right to waive any technicalities.

VI. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

VII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids will be awarded to one Bidder for the entire work or to any series of Bidders for an appropriate proportion of the work. If specified in the bid proposal form, awards will be based upon the submitted unit prices.

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

The Legal Notice, Instructions to Bidders, General Requirements, Specifications, Vendor's Bid Proposal Form, Vendor's Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Program Brochure Contract included in these Bid Documents and proof of insurance comprise the Contract Documents.

VIII. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the kinds of product and services which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Vendor, and all estimates and decisions shall be final and conclusive.

If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Sharon Desjardins, sdesjardins@lanoakparkdistrict.org at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Vendor to perform the work in accordance with an issued correction by the Park District and for the amount bid by the Vendor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

I X. ADDENDA

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

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

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

X. PROTESTED SOLICITATIONS

Any actual or qualified prospective bidder, offeror, or Vendor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Senior Superintendent of the Park District ("Protest(s)"). Protests may be submitted any time prior to the Award; however, a Protest of an Award must be submitted in writing to the Senior Superintendent within three (3) business days after the bid deadline.

Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

Decision

The Senior Superintendent shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

Appeals

A written appeal of the decision issued by the Senior Superintendent must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Senior Superintendent prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of two or more Park District employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Senior Superintendent shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Senior Superintendent shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

GENERAL REQUIREMENTS

I. QUALITY OF MATERIALS

All materials specified are to be new, clean, and free from defects.

II. COMPLETION/DELIVERY DATE

It is hereby understood and mutually agreed by and between the Vendor and the Owner that the delivery date is the latest date to supply the product, material or equipment as specified in the Contract. The Vendor agrees that time is of the essence of this Contract. If the Vendor shall neglect, fail, or refuse to deliver the specified product, material or equipment within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Vendor of his responsibility to complete the work/services at no additional cost to the Owner. Any extension of the completion/delivery date must be agreed upon in writing by the Owner and Vendor.

THE OWNER SHALL NOT BE CHARGED ANY EXCESS COST TO THE ACCEPTED BASE BID UNDER ANY CIRCUMSTANCES.

PROJECT: Program Brochures (2021-2024)

BID DUE DATE: January 11, 2021

STARTING DATE: Upon approval by the Park District Board of Commissioners and signing of a Contract prepared by the Park District.

TERMS OF DELIVERY: For each printing, *approximately* 12,500 (dependent upon amount specified as required by the post office) of the finished product must be delivered to the United States Postal Service:

Program Brochures (2021-2024)

Summer 2021	Fall 2021	Winter/Spring 2022	Summer 2022
Fall 2022	Winter/Spring 2023	Summer 2023	Fall 2023
Winter/Spring 2024			

Remaining brochures not required by the post office are to be delivered to the Lan-oak Park District Eisenhower Fitness & Community Center, 2550 178th Street, Lansing, Illinois, 60438.

III. LIQUIDATED DAMAGES

Time is of the essence to the Contract. Should the successful Printer breach its obligations to make its required delivery of the Program Brochures in any period during the Term of this Contract in accordance with the schedule provided in the Specifications (“Program Brochure Delivery Requirements”), or within such extended time as may be authorized by the Park District, Printer shall be liable and shall pay to the Park District, not as a penalty but as a liquidated damages, \$750.00 for each day that elapses after the scheduled period delivery date set forth in the Specifications (or such authorized extension thereof) (“Liquidated Damages”). The Parties agree that quantifying the losses arising from Printer’s delay in its period delivery of the Program Brochures as specified above is inherently difficult to calculate as the delay may impact the Park District’s reputation, require the Park District to provide longer registration periods for its programs and provide more staff or staff time to accommodate the same, and may adversely affect the levels of participation in Park District programs. The Parties further stipulate that the agreed upon Liquidated Damages is a fair and reasonable measure of the damages that will be borne by the Park District due to the delayed period delivery of the Program Brochures. The liquidated damage amount specified will accrue and be assessed until final delivery of the respective Program Brochure is made in the given period. The Park District will deduct these liquidated damages from any monies due or to become due to the Printer from the Park District. The Parties agree that the Liquidated Damages is only for Printer’s breach of its obligation to comply with the Program Brochure Delivery Requirements (or such authorized extension thereof) and is not a measure of damages for any other material breach by Printer of its obligations under the Contract.

IV. COMPLIANCE WITH LAWS

The Vendor shall at all times observe and comply with all applicable Federal, State, and Local laws, regulations and

ordinances which in any manner affect the conduct of the services or performance under the Contract.

V. PAYMENT

Payment will be made in full after delivery of the program brochures with Owner's final acceptance. Owner's approval, disapproval, and payment of all invoices shall comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

VI. INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

B. Business Auto and Umbrella Liability Insurance

Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Company shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or 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.

Company waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as waiver of Company's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Company from commencing the services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option.

Company shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified above. When requested by the District, Company shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the 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 (attorney's and paralegals' fees and court costs), arising out of or resulting from the Company's activities in the performance of its obligations under this Contract, 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, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the 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 Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

VII. GUARANTEE/WARRANTY

The Vendor warrants to the Park District that the Program Brochures will be of the best quality and free from defects and deficiencies, and that the Program Brochures will conform to the requirements of the Contract Documents. Program Brochures not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Except as otherwise provided in this Contract, all warranties shall become effective on the date of delivery to the Park District or its designee, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Vendor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District within the warranty period.

Final acceptance shall occur only after the Program Brochures have been delivered, inspected and accepted by the Park District or its designee. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Program Brochures.

**PROPOSAL FOR THE PROVISION OF
PROGRAM BROCHURES (2021-2024)
LAN-OAK PARK DISTRICT BOARD OF PARK COMMISSIONERS**

- A. The undersigned, as a Bidder, declares that they have carefully examined the brochures and written specifications and that he/she is thoroughly familiar therewith.
- B. All modifications have been submitted with this proposal.
- C. The undersigned has checked carefully the proposal figures and understands that he/she shall be responsible for any errors or omissions based on these specifications or alternates as submitted on the bid form.
- D. It is understood and agreed that the Lan-Oak Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work if it be in the best public interest, and to waive any technicalities.
- E. The undersigned declares that this bid is made without connection with any person making another bid for the same contract and that the bid is in all respects fair and without collusion or fraud.
- F. In submitting this bid, it is understood that the Printer shall have full responsibility for coordination, expediting, management or payment requests, and general administration of the project and subcontractors.
- G. The Bidder has submitted, in order to be considered eligible for this job, a list of at least five (5) buyers of similar products within the past three years.
- H. The Bidder has submitted a signed Vendor Compliance and Certifications Attachment.
- I. The Bidder has submitted a signed agreement with this proposal.

**BID PROPOSAL FOR THE PROVISION OF
PROGRAM BROCHURES (2021-2024)**

LAN-OAK PARK DISTRICT BOARD OF PARK COMMISSIONERS

The undersigned Bidder agrees that should this proposal be accepted by the Owner, he/she will enter into a contract with the Lan-Oak Park District Board of Park Commissioners to perform all work necessary to furnish and deliver the program brochures in compliance with the written specifications for the amounts set forth as follows:

SPECIFICATIONS FOR PRINTING OF NINE PROGRAM BROCHURES

BASE BID PROPOSAL FOR:

Submission: Printer will receive each brochure electronically or via flash drive/memory stick. Files will be in Adobe InDesign and Microsoft Word format. Printer be responsible for minor design if required for edits.

Cover: Four (4) colors ink on 70# gloss recycled (white)

Quantity: 12,500

**THE PARK DISTRICT IS NOT RESPONSIBLE FOR AND WILL NOT PAY FOR PRINTING
OVERRUNS**

Inside Pages: Four (4) colors ink on 60# white offset opaque offset, brightness factor 94 or better (white)

**BIDDER MUST PROVIDE A SAMPLE OF PAPER WITH MANUFACTURER'S WRITTEN
SPECIFICATIONS**

Bleeds: Yes (all pages)

Pages: 64 pages to include front and back covers

Perforation: Two pages specified by the Park District to be perforated in each brochure

Brochure trim size: 8 1/4" X 10 7/8" (Adobe InDesign document supplied will be in 8 1/2"x11" size)

Photographs: Color & Black and White photos (to be provided by Park District)

Proofs: Printer will provide color laser proof prior to the printing of the brochures for Park District review and acceptance. Delivery and pick up/return of the proof will be provided by the Printer at Printer expense. Proof will be delivered in sufficient time to not inhibit the stated brochure schedule. Park District may waive this requirement at its own discretion

Binding: Trim, fold, staple stitch

Finishing: Printer is responsible for mailing preparation as specified by the Lansing Post Office.

Delivery: Printer will deliver and submit brochure to the Lansing Post Office, in a manner specified by the Lansing Post Office. Remaining brochures will be delivered by printer to the Lan-Oak Park District, Eisenhower Fitness & Community Center, 2550 178th Street, Lansing, IL 60438

Postage: Printer will obtain accurate residential mailing number from the Lansing Post Office. Printer will prepare necessary postal forms and mail brochures via bulk mail at the Lansing Post Office. Printer will provide an accurate dollar amount for necessary postage to the Park District not less than 7 days prior to brochure delivery to the Lansing Post Office.

**PARK DISTRICT WILL PAY POSTAGE – DO NOT INCLUDE THE COST OF POSTAGE IN THE BID
AMOUNT.**

Layout: Printer will receive 10 days from initial submission by the Park district to produce a proof of the program brochure. If Park District requires corrections/edits, Printer will have five days from date of correction/edit submission to complete corrections/edits and provide an edited proof to the Park District.

Printing Schedule: Printer will have at least 30 days from original submission to properly print and deliver each program brochure to the post office for mailing.

Approximate timeline:

Summer program brochure: Submission Mid-March Mailing Date: Mid-April

Winter/Spring program brochure: Submission End of October Mailing Date: End of November

Fall program brochure: Submission End of June Mailing Date: End of July

PRINTERS WHO CANNOT COMPLY WITH THIS SCHEDULE SHOULD NOT SUBMIT A BID.

PRINTER BID: PROGRAM BROCHURE (2021-2024)

Project Costs for 12,500 brochures per season:

Summer 2021 \$ _____ (64 pages)

Fall 2021 \$ _____ (64 pages)

Winter/Spring 2022 \$ _____ (64 pages)

Summer 2022 \$ _____ (64 pages)

Fall 2022 \$ _____ (64 pages)

Winter/Spring 2023 \$ _____ (64 pages)

Summer 2023 \$ _____ (64 pages)

Fall 2023 \$ _____ (64 pages)

Winter/Spring 2024 \$ _____ (64 pages)

Total: \$ _____

*The Lan-Oak Park District is exempt from all Federal and State Tax; Bidders must quote prices, which *do not* include tax.

*Do not include the cost of postage – postage will be paid by the Lan-Oak Park District.

**Alternate Bids for the Printing
of Nine (9) Program**

Cost for additional program brochures printed:

100 _____

500 _____

1000 _____

Savings for less program brochures printed:

100 _____

500 _____

1000 _____

Cost for additional pages printed:

4 pages _____

8 pages _____

12 pages _____

Savings for removal of pages:

4 pages _____

8 pages _____

12 pages _____

ADDENDA

Acknowledge receipt of any addenda by listing the addendum number and date received as follows:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as the maker of this proposal is as follows: (Please complete in ink, and print or type)

**LAN-OAK PARK DISTRICT
PROGRAM BROCHURES
(2021-2024)**

NAME OF BIDDER: (please print) _____

ADDRESS OF BIDDER: _____

CITY AND STATE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

TITLE: _____

DATED this _____ day of _____, 20_____

SIGNATURE: _____

**REFERENCES –MUST SUBMIT FIVE (Only from past three [3] years)
PROGRAM BROCHURES
2021-2024**

NAME _____

ADDRESS _____ EMAIL CONTACT _____

SERVICE PROVIDED _____

NAME _____

ADDRESS _____ EMAIL CONTACT _____

SERVICE PROVIDED _____

NAME _____

ADDRESS _____ EMAIL CONTACT _____

SERVICE PROVIDED _____

NAME _____

ADDRESS _____ EMAIL CONTACT _____

SERVICE PROVIDED _____

NAME _____

ADDRESS _____ EMAILCONTACT _____

SERVICE PROVIDED _____

VENDOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form is an integral part of the Contract between the Lan-Oak Park District and Vendor. Breach by Vendor of any of the certifications may result in immediate termination of the Vendor's services by the Park District. THIS FORM MUST BE PROPERLY EXECUTED BY VENDOR AND SUBMITTED WITH VENDOR'S BID PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID PROPOSAL AS NON-RESPONSIVE.

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

- A. Vendor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Vendor shall abide by and comply with, and in contracts which it has with all persons providing any of the services on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; and 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. To the best of Vendor's knowledge, no officer or employee of Vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Vendor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Vendor also certifies that no officers or employees of the Vendor have been so convicted. Vendor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Vendor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Vendor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Vendor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Vendor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Vendor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Vendor's bid proposal or in Vendor, (iv) the Vendor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and the Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Vendor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21,

Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

- H. Vendor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Vendor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Vendor.

- I. If Vendor has 25 or more employees at the time of letting of the Contract, Vendor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Vendor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- J. The Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Lan-Oak Park District’s designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA

VENDOR

By: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

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

Dated: _____

(Notary Public)

(SEAL)