

LEGAL NOTICE - MUST RUN IN  
SOUTHTOWNSTAR  
THURSDAY APRIL 14, 2011

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
REQUEST FOR PROPOSALS

RECREATION PROGRAM GUIDES 2012-14

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 28th day of April, 2011, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for printing of Recreation Program Guides. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk or online at [www.orland-park.il.us](http://www.orland-park.il.us).

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading proposals.

The President and Board of Trustees reserve the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful proposer shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER  
VILLAGE CLERK



**VILLAGE OF ORLAND PARK, ILLINOIS**

**REQUEST FOR PROPOSALS**

**RECREATION PROGRAM GUIDES  
YEARS 2012 - 2014**

**ISSUED**

Thursday, April 14, 2011

**PROPOSALS DUE**

Thursday, April 28, 2011  
11:00 a.m.

**VILLAGE OF ORLAND PARK, ILLINOIS  
RECREATION PROGRAM GUIDES  
YEARS 2012 - 2014  
REQUEST FOR PROPOSALS**

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RECREATION PROGRAM GUIDES  
YEARS 2012 - 2014  
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**INSTRUCTIONS TO PROPOSERS**

**OVERVIEW**

The Village of Orland Park (the "Village") is requesting proposals from interested parties for printing, binding, and delivery of Recreation Program Guides for the years 2012 - 2014. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than 11:00 am, local time, Thursday, April 28, 2011. No consideration will be given to proposals received after the above stated date and time. Proposers must submit one (1) complete, sealed, signed and attested copy of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park – Recreation Program Guides – RFP** and addressed to:

Village of Orland Park  
Village Clerk's Office  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462.

All proposals submitted must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

**THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

Ms. Nancy Flores  
Village of Orland Park  
Recreation Department  
14650 Ravinia Avenue  
Orland Park, Illinois 60462  
Fax: (708) 403-6274  
Email: [nflores@orland-park.il.us](mailto:nflores@orland-park.il.us)

by the end of business on Wednesday, April 20, 2011. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers.

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Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. Please register your email address with the Village via the *NOTIFY ME* button on our website ([www.orland-park.il.us](http://www.orland-park.il.us)) in order to receive such notification. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation.** Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

**VILLAGE OF ORLAND PARK, ILLINOIS  
RECREATION PROGRAM GUIDES  
YEARS 2012 - 2014  
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**REQUIREMENTS OF PROPOSAL**

Three (3) seasonal Recreation Program Guides produced by the Village of Orland Park are delivered each year to every home, office, business, and post office box within the corporate limits of Orland Park, according to an outlined time schedule.

**SCOPE OF SERVICES**

The Village of Orland Park, Illinois is requesting proposals for the printing, saddle stitching, skid stack, and delivery of Recreation Program Guides for three (3) seasons per year according to specifications. A copy of a previously issued guide is available on our website (<http://www.orland-park.il.us/files/Rec/SpringSummerBrochure/index.html>), or upon request.

**SPECIAL CONDITIONS**

*Printing, Quantity and Price*

The completed saddle stitched guide trim size is 8 1/8" X 10 7/8". The quantity to be printed is approximately 28,000 guides, three times annually for a total of approximately 84,000 program guides. Proposals should include costs per edition, plus costs for each additional 1,000 guides. There shall be no additional charges for corrections and/or changes made prior to final proof. After final proof has been presented for approval, any corrections made will be at the Village of Orland Park's expense, unless it is an error made by the printer.

Please provide a proposal for each of the three years listed on the detailed price sheets. Three (3) seasonal guides are printed each year, a Winter guide, a Spring/Summer, and a Fall guide. This engagement begins with the Winter 2012 guide and ends with the Fall 2012 guide (with the option to renew for years 2013 and 2014).

*Pick Up and Delivery*

Program guide information is formatted with InDesign and shall be sent to the printer thru file transfer protocol (FTP). A proof copy in book form will be delivered from the printer to the Village of Orland Park Recreation Administration Office located at 14600 S. Ravinia Avenue, Orland Park, Illinois according to the time schedule provided.

Proposers shall guarantee compliance with time schedule, specifically the number of days from the date of receiving to the delivery of the printed guides to the Orland Park Prairie Newspaper office in accordance with the following schedule for 2012 (2013 and 2014 schedules will have similar timeframes).

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RECREATION PROGRAM GUIDES  
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<b>SCHEDULE</b>	<b>Winter 2012</b>	<b>Spring/Summer 2012</b>	<b>Fall 2012</b>
<b>Proof and File sent to Printer</b>	10/14/11	01/27/12	06/21/12
<b>1<sup>st</sup> proof delivered to Recreation Administration Office by Printer</b>	10/28/11	02/08/12	06/29/12
<b>Final Proof/Changes back to printer (with Notice to Proceed with printing authorized by Recreation Administration Office).</b>	10/31/11	02/10/12	07/05/12
<b>Guides delivered to Orland Prairie distribution center &amp; Recreation Department by Printer</b>	11/17/11	02/24/12	07/20/12

The successful proposer shall deliver a specified number of the printed and skid loaded guides to the Orland Park Prairie Newspaper distribution office in Kankakee, Illinois in one delivery, and the remaining copies are to be delivered to the Recreation and Parks Department, 14600 Ravinia Avenue, Orland Park, Illinois 60462.

*Timelines*

The successful proposer must meet the time frame contained in these specifications. Please specify the length of time you will require from receiving files through FTP to printing the first program guide proof if different than the time frame listed above. The proposer understands and agrees that time is of the essence in the delivery of printed guides due to program registration deadlines. Should any order not be delivered in the time frame contained in these specifications, the Village retains the right to cancel the order and obtain the publications from another printer.

If the Village of Orland Park has given the contracted printer sufficient time based upon the contract terms to meet these deadlines, and should the contracted printer be negligent and not meet these deadlines and the Village of Orland Park must incur additional expenses to ensure that the compliance with these deadlines are met, the contractor may be liable for consequential damages resulting directly from their negligent acts.

*Inspection*

The proposer agrees to permit Village representatives to inspect the business premises where the printing is done.

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The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

**In addition to the forms included in this RFP, please provide a proposal with sections including the information requested below:**

***Qualifications***

Describe the experience of the firm and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. PLEASE INCLUDE SAMPLE MATERIALS PRINTED FOR EACH OF THESE REFERENCES. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

***Operating History***

Provide background information on your firm, including but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

***Sample Product***

Provide a sample guide (similar to our program guide) with the paper/print quality that we are requesting according to our specs.



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**GENERAL PROVISIONS**

***Contract***

The successful proposer will be required to enter into a standard form contract, subject to modifications (see Section III), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

The contract, if awarded, may not be transferred or assigned by the Proposer.

***Length of Contract***

The term of the goods and services contract herein granted shall be one (1) year commencing on the date of contract signing, with the option to renew the contract for two additional one-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.. If at any time the VILLAGE is not satisfied with service and all attempts to remedy the situation are unsuccessful, the VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

***Proposal Price***

The submitted proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

***Incurred Costs***

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

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***Confidentiality***

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

***Assignment***

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

***Compliance with Laws***

The proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

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***Insurance Requirements***

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

***Indemnification***

The selected Proposer shall indemnify and hold harmless the Village, its trustees, officers, directors, agents and employees harmless from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions, or liabilities.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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**PROPOSAL SUBMISSION REQUIREMENTS**

**Proposer must submit one (1) complete, signed, sealed and attested copies of the proposal, and one (1) of complete, identical, unbound copy of the proposal, and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. Both copies shall have original signatures.**

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the guides to be delivered, and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal, all of which are on file and available for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

***Certifications***

All certifications and forms in Section II must be completed and submitted with the proposal.

***Narratives***

All Narratives described on page 6 must be included with the proposal.

***Insurance Requirements***

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work by the successful propose. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or

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canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

**EVALUATION OF PROPOSALS**

The Village of Orland Park will evaluate proposals on prices, vendor's qualifications, and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

***Negotiations***

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

***Award***

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

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REQUEST FOR PROPOSALS**

**PROPOSAL SUBMITTAL CHECKLIST**

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope – Addressed to the **Village of Orland Park, Village Clerk’s Office, 14700 S. Ravinia Avenue, Orland Park, IL 60462** and labeled: **Village of Orland Park Recreation Program Guide RFP**, in the lower left hand corner.
- Proposal - Proposer must submit one (1) complete, signed, sealed and attested bound copy of the proposal and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- Information, narratives, and a sample guide as requested in the Requirements of Proposal section of the RFP, including a sample contract from your company if you intend to submit one for the Village’s consideration.
- All forms completed from Section II:
  - Proposal Summary Sheet
  - Proposal Detailed Price Sheets
  - Business Organizations
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References, including sample materials printed for each of these references
  - Insurance Requirements

## **II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

**PROPOSAL SUMMARY SHEET**

Recreation Program Guides 2012-14  
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

FEIN#: \_\_\_\_\_

I agree that the attached Detailed Price Sheets are complete and accurate.

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE: This proposal is valid for \_\_\_\_\_ calendar days from the date of submittal.  
(Note: At least 60 days should be allowed for evaluation and approval)**



## Detailed Price Sheet - Bid Prices for Program Guides

### YEAR 1

(Winter 2012 thru Fall 2012)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

#### OPTION 1

Body stock shall be **50# white offset/92-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and black for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

#### OPTION 2

Body stock shall be **50# white offset/92-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and 4 color process for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

#### OPTION 3

Body stock shall be **35# alternate offset/80-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and black for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

#### OPTION 4

Body stock shall be **35# alternate offset/80-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and 4 color process for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER	\$ _____
8 PAGE CENTER	\$ _____

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER	\$ _____
8 PAGE CENTER	\$ _____

## Detailed Price Sheet - Bid Prices for Guides

### YEAR 2

(Winter 2013 thru Fall 2013)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

#### OPTION 1

Body stock shall be **50# white offset/92-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and black for the body copy.**

72 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
80 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
88 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
96 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____

#### OPTION 2

Body stock shall be **50# white offset/92-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and 4 color process for the body copy.**

72 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
80 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
88 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
96 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____

#### OPTION 3

Body stock shall be **35# alternate offset/80-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and black for the body copy.**

72 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
80 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
88 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
96 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____

#### OPTION 4

Body stock shall be **35# alternate offset/80-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and 4 color process for the body copy.**

72 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
80 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
88 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____
96 PAGES BODY COPY PLUS COVER:	\$ _____	Cost of each additional 1,000 guides:	\$ _____

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UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER	\$ _____
8 PAGE CENTER	\$ _____

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER	\$ _____
8 PAGE CENTER	\$ _____

## Detailed Price Sheet - Bid Prices for Guides

### **YEAR 3**

(Winter 2014 thru Fall 2014)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

#### **OPTION 1**

Body stock shall be **50# white offset/92-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and black for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

#### **OPTION 2**

Body stock shall be **50# white offset/92-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and 4 color process for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

#### **OPTION 3**

Body stock shall be **35# alternate offset/80-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and black for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

#### **OPTION 4**

Body stock shall be **35# alternate offset/80-bright** minimum, and outside cover shall be a **65# bright white uncoated cover stock** (or comparable). Ink shall be **4 color process for the cover and back, and 4 color process for the body copy.**

72 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
80 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
88 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	
96 PAGES BODY COPY PLUS COVER: \$ _____	Cost of each additional 1,000 guides: \$ _____	

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER	\$ _____
8 PAGE CENTER	\$ _____

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER	\$ _____
8 PAGE CENTER	\$ _____

## BUSINESS ORGANIZATION

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attached sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlines.

_____	(Corporate Seal)
Business Name	
_____	_____
Signature	Print or Type Name
_____	_____
Title	Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED**

I, \_\_\_\_\_, being first duly sworn certify and say that I am

\_\_\_\_\_  
(insert "sole owner", "partner", "president", or other proper title)

of \_\_\_\_\_, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn to  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public

**SEXUAL HARASSMENT POLICY**

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) 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 Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

\_\_\_\_\_, having submitted a bid/proposal for  
\_\_\_\_\_ for **Recreation Program Guides** to the

(Name of Contractor)

Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Subscribed and Sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2011



**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for \_\_\_\_\_, which has submitted a proposal to the Village of Orland Park for

\_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

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

Title: \_\_\_\_\_

Subscribed and Sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2011

## REFERENCES

**PLEASE INCLUDE SAMPLE MATERIALS PRINTED FOR EACH OF THESE REFERENCES.**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Proposer's Name & Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing proposer’s current coverage’s*

**WORKMEN’S COMPENSATION**

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY, BODILY INJURY AND PROPERTY DAMAGE**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland park

**EXCESS LIABILITY (Umbrella – Follow Form Policy)**

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

*EXCESS MUST COVER:* General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected proposer and the bid will be awarded to the next lowest proposer or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Company

### **III – ADDITIONAL INFORMATION**

**SAMPLE CONTRACT  
VILLAGE OF ORLAND PARK  
(Contract for Purchase of Goods and Services)**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and \_\_\_\_\_ (hereinafter referred to as the “VENDOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and Conditions pertaining to the Contract
- The Request for Proposals
- The Instructions to Proposers
- The Proposal as it is responsive to the VILLAGE’s RFP requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance

**SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT:** The VILLAGE agrees to purchase from the VENDOR the following:

Description	Unit Price	Quantity	Total Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

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The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars. (hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The VENDOR shall deliver the GOODS within \_\_\_\_\_ (days/weeks/months) of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously [for \_\_\_\_\_ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on \_\_\_\_\_] This Contract shall terminate upon completion of the WORK or \_\_\_\_ [year(s)] [month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to

the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone:  
Facsimile:  
e-mail:

To the VENDOR:  
  
  
Telephone:  
Facsimile:  
e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.



**SECTION 8: TERMINATION:** This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

**SECTION 9: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 10: PAYMENTS TO OTHER PARTIES:** The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 11: COMPLIANCE:** VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 12: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 13: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 14: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 15: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

FOR: THE VENDOR

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: Village Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL**

\_\_\_\_\_  
Initial here if faxing

**TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS**

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents

of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

SAMPLE