

LEGAL NOTICE - MUST RUN IN
DAILY SOUTHTOWN
Tuesday, January 10, 2017

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS #17-003

Village of Orland Park Periodicals

The Village of Orland Park is requesting proposals from interested parties for printing, binding, and delivery of various publications throughout the year. These publications include the Orland Park Recreation Program Guide, Senior Guide, and the Orland Park Public Newsletter. Proposals are due not later than 11:00 A.M. on January 27, 2017 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462. 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, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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 Consultant 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: JOHN C. MEHALEK
VILLAGE CLERK



ORLAND PARK

REQUEST FOR PROPOSALS
#17-003

Village of Orland Park Periodicals

ISSUED

January 10, 2017

SUBMISSION DEADLINE

January 27, 2017
11:00 A.M.

Office of the Village Clerk
John C. Mehalek, Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462



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I – INSTRUCTIONS TO PROPOSERS



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OVERVIEW

The Village of Orland Park is requesting proposals from interested parties for printing, binding, and delivery of various publications throughout the year (the "Project"). These publications include the Orland Park Recreation Program Guide 3 times per year, Senior Guide 2 times per year, and the Orland Park Public Newsletter 4 times per year. Proposals must include a list of services, equipment and goods to be provided in accordance with the Project requirements.

CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, no later than 12:00 pm local time on Thursday, January 19, 2017, to:

Jennifer Medema
Recreation Department
Email: jmedema@orlandpark.org
Fax: (708) 403-3208

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of a written Addendum to be posted on the Village's website. In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link located on the Bids & RFPs page on the Village's website, at www.orlandpark.org/aspx. Answers to questions will not be mailed to potential proposers.

No oral comments will be made to any Proposer as to the meaning of the RFP, Specifications or other contract documents. Answers will be provided in writing to all potential Proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the Village's website 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 from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.



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SUBMISSION DEADLINE

Proposals must be submitted no later than **11:00 a.m., local time, on Friday, January 27, 2017**. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline 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.

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

RECREATION PROGRAM GUIDES

PROJECT DETAILS

The Village is requesting proposals for the printing, saddle stitching, skid stack, and delivery of Recreation Program Guides for three (3) seasonal guides each year, Summer, Fall, and Winter/Spring. Every active home within the corporate limits of Orland Park will receive the Recreation Program Guide three times annually according to the outlined time schedule in this RFP. This Project begins with the Summer 2017 guide and ends with the Winter/Spring 2018 guide (with the option to renew for years 2018 and 2019).

PRINTING AND ESTIMATED QUANTITY

The completed saddle stitched guide trim size is 8.125" x 10.58". The quantity to be printed is approximately 28,500 guides, three times annually for a total of approximately 85,500 program guides. Proposals should include price per edition, plus price 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's expense, unless it is an error made by the successful Proposer.

A copy of a previously issued guide is available on our website or upon request:

<http://www.orlandpark.org/files/Rec/2017WSFlippingBook6/index.html#48>

PICK UP AND DELIVERY SCHEDULE

Program guide information is formatted with InDesign and shall be sent to the printer through file transfer protocol (FTP). A proof copy in book form shall be delivered from the printer to the Village's 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 Post Office in accordance with the following schedule for 2017 (2018 and 2019 schedules will have similar time frames).



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SCHEDULE	Summer 2017	Fall 2017	Winter/Spring 2018
Proof and File sent to Printer	4/4/17	7/14/17	11/1/17
1 st proof delivered to Recreation Administration Office by Printer	4/10/17	7/19/17	11/8/17
Final Proof/Changes back to printer (with Notice to Proceed with printing authorized by Recreation Administration Office).	4/12/17	7/21/17	11/10/17
Guides delivered to Orland Park Post Office & Recreation Department by Printer	4/24/17	8/2/17	11/22/17

The successful Proposer shall deliver a specified number of the printed and skid loaded guides to the Orland Park Post Office, 9500 W. 144th Place, Orland Park, Illinois 60462 in one delivery, and the remaining copies are to be delivered to the Recreation Department, 14600 S. Ravinia Avenue, Orland Park, Illinois 60462.

TIMELINE

The successful Proposer must meet the Project schedule outlined in this RFP. 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.



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SENIOR PROGRAM GUIDE (2 editions/year)

PROJECT DETAILS

The Village is requesting proposals for the printing, saddle stitching, skid stack, and delivery of Senior Program Guides for two (2) seasonal guides each year, Winter/Spring and Summer/Fall. Every senior citizen individual or family household within the corporate limits of Orland Park will receive the Senior Program Guide two times annually according to the outlined time schedule in this RFP. Unfortunately, the timing of this RFP will not include two guides in 2017. Only the Summer/Fall guide is included for 2017. Should the contract be renewed in 2018 and 2019, then both editions shall be included in the contract.

PRINTING AND ESTIMATED QUANTITY

The completed saddle stitched guide trim size is 8.125" x 10.58". The quantity to be printed is approximately 10,000 guides, twice annually for a total of approximately 20,000 program guides. Proposals should include price per edition, plus price 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's expense, unless it is an error made by the successful Proposer.

A copy of a previously issued guide is available on our website or upon request:

<http://www.orlandpark.org/files/Rec/2016SeniorGuide/index.html>

PICK UP AND DELIVERY SCHEDULE

Program guide information is formatted with InDesign and shall be sent to the printer through file transfer protocol (FTP). A proof copy in book form will be delivered from the printer to the Village's 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 Post Office in accordance with the following schedule (the dates shall be similar to those listed below for subsequent editions).

SCHEDULE	Summer/Fall 2017	Winter/Spring 2018
Proof and File sent to Printer	6/21/17	02/16/18
1 st proof delivered to Recreation Administration Office by Printer	6/26/17	2/21/18
Final Proof/Changes back to printer (with Notice to Proceed with printing authorized by Recreation Administration Office).	6/28/17	2/23/18
Guides delivered to Orland Park Post Office & Recreation Department by Printer	7/11/17	3/8/18



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The Village of Orland Park will provide an electronic mailing list to the successful Proposer. The Proposer shall deliver a specified number of addressed, presorted guides to the Orland Park Post Office, 9500 W. 144th Place, Orland Park, Illinois 60462 in one delivery, and the remaining copies are to be delivered to the Recreation Department, 14600 S. Ravinia Avenue, Orland Park, Illinois 60462.

TIMELINE

The successful Proposer must meet the Project schedule outlined in this RFP. 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.



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ORLAND PARK PUBLIC NEWSLETTER

PROJECT DETAILS

The Village is requesting proposals for the printing, saddle stitching, skid stack, and delivery of Orland Park Public newsletter produced quarterly (February/March, May/June, August/September and November/December). Every home, office, business, and post office box within the corporate limits of Orland Park will receive the newsletter four times annually according to the outlined time schedule in this RFP. This Project begins with the May/June 2017 edition of the newsletter and ends with the November/December 2017 guide (with the option to renew for years 2018 and 2019).

PRINTING AND ESTIMATED QUANTITY

The completed saddle stitched Orland Park Public is 8.375" X 10.875". The quantity to be printed is approximately 30,015 guides, four (4) times annually for a total of approximately 120,060 newsletters. Proposals should include price per edition, plus price 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's expense, unless it is an error made by the successful Proposer.

A copy of a previously issued newsletter is available on our website or upon request:

<http://www.orland-park.il.us/files/OPP/index.html>

PICK UP AND DELIVERY SCHEDULE

Newsletter information is formatted with InDesign and shall be sent to the printer through file transfer protocol (FTP) or other file share options. A digital proof copy will be delivered from the printer to the Village's Public Information Office via email 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 Post Office in accordance with the time frames outlined below in **SCHEDULE & PROOFS**.

The successful Proposer shall deliver a specified number of the printed and skid loaded newsletters to the Orland Park Post Office, 9500 W. 144th Place, Orland Park, Illinois 60462 in one delivery, and the remaining copies are to be delivered to Village Hall, Public Information Office, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462.

SCHEDULE & PROOFS

Once the artwork is deemed complete, the successful Bidder will have five (5) business days to prepare and deliver a digital PDF proof to the Village's Office of Public Information.



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Once the approved and/or corrected proofs are returned to the printer, the successful Bidder will have three (3) business days to submit a new proof with the requested corrections and/or changes.

Once the final set of proofs is returned to the printer, the successful Bidder will have ten (10) business days to print and deliver the required amount of copies of the newsletter to the Post Office with the remaining copies delivered to Village's Office of Public Information at the addresses stated under **Delivery**.

TIMELINE

The successful Proposer must meet the Project schedule outlined in this RFP. Please specify the length of time you will require from receiving files through FTP (or other digital file delivery options) to printing the first program guide proof if different than the time frame listed under SCHEDULE & PROOFS.

DELIVERY

The printed copies of the Newsletter shall be balanced, carrier route sorted and string tied in bundles of 50 for delivery to the Orland Park post office located at:

Orland Park Post Office
9500 W 144th Place
Orland Park, IL 60462-9998

The additional copies shall be delivered at the same time to the Village located at:

Village of Orland Park
Office of Public Information
14700 S. Ravinia Ave.
Orland Park, IL 60462



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TERM OF CONTRACT

The contract term shall be from contract effective date through December 31, 2017, with an option to renew for two (2) additional one year terms (January 1 – December 31) at the Village's discretion.

PRICE PROPOSAL

Please provide a price proposal for each of the three years listed on the Price Proposal Sheets in Section II.

SITE VISIT AND INSPECTION

During the evaluation process and Project term, the Village may, at its discretion, visit and inspect the business premises where printing is done.

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.



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PROPOSAL SUBMISSION

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form:

Experience: Describe the experience of the company 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. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating History: Provide background information on your company, 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.

Qualifications: List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Sample Guides: In addition to the sample materials for references, provide a sample guide in which your company performed similar work with the same paper/print quality requested for this Project

Proposed Fee: The submitted proposal shall be stated as a total cost per edition, and shall apply to each edition for that contract year. These prices shall include all permits, insurance, goods/materials, equipment, plant/laboratory facilities, work, transportation, documentation 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.



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PROPOSAL SUBMISSION REQUIREMENTS

TECHNICAL PROPOSAL

In addition to the required forms in *Section II* of this RFP, Proposers must include the information requested on page 7 as part of the Project Details of this RFP (the "Technical Proposal") with their submittal.

REQUIRED FORMS

Proposers shall complete and submit the requested forms included in *Section II* of this RFP.

Proposer Summary Sheet – *Section II* includes the Proposer Summary Sheet which must be completed and submitted with the proposal.

Price Proposal - *Section II* includes a Price Proposal Sheet for each of the three (3) periodicals, which must be completed and submitted with the proposal.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the proposal.

References – *Section II* includes the References form that must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant the Village permission to contact said references and ask questions regarding prior work performance. The Village may use the information gained from Proposer's references to further evaluate Proposer responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements form which must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

SEALED PROPOSALS

Not later than 11:00 a.m., local prevailing time on Friday, January 27, 2017, all sealed proposals must be submitted to the Village Clerk's Office labeled RFP # 17-003 – Village of Orland Park Periodicals in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Avenue
Orland Park, IL 60462



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Oral, telephonic, telegraphic facsimile or electronically transmitted proposals will not be considered. In order to be responsive, SEALED PROPOSALS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

COPIES

Proposers must submit four (4) complete, sealed and signed hard copies of the proposal. Three (3) bound sets and one (1) unbound set - shall be marked "Original" and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

WITHDRAWAL OF PROPOSALS

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. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

OTHER

Each Proposer is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail.

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.



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GENERAL TERMS AND CONDITIONS

Assignment – The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Award - Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

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 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. Proposers 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. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of proposal award (hereinafter referred to as the “Contract”). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain



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provisions of the Contract shall survive the expiration or termination of the Contract.

Length of Contract - The term of the services contract herein granted shall be for one (1) calendar year commencing on the date of contract signing, terminating on December 31, 2017, with the option to renew for two (2) additional one year terms.

Incurred Costs – The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Indemnification - The successful Proposer shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, 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 Contract provisions, including and 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.

Insurance – The successful 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 in *Section II* of this RFP. **Proposers must sign and submit with the proposal, the Insurance Requirements in Section II of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the Contract. 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



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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. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Negotiations –The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. 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 Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

Penalties - Should the Proposer who is awarded the contract fail, without the written consent of the Village of Orland Park, to meet the print and other required specifications set forth in this RFP, the Proposer shall be deemed to have committed a material breach of the contract and the Village of Orland Park shall have the absolute right, in its sole discretion, to terminate the contract and refuse any payment to the Proposer under the contract.

Prevailing Wages – The Prevailing Wage Act is not applicable to this work.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant. Proposers who submit pricing for all three (3) periodicals will receive the highest consideration. The Village prefers to award all three (3) periodicals to one vendor; however, the Village reserves the right to select one or more qualified vendors based on periodical.

The Village of Orland Park retains the right to refuse any and all proposals. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.



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PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items:

1. A **Technical Proposal** as described in this RFP
2. Signed and completed **Required Forms** from *Section II*:
 - a. Proposer Summary Sheet
 - b. Price Proposal Sheet for each periodical
 - c. Affidavit of Compliance
 - d. Three (3) References
 - e. Insurance Requirements
3. Four (4) complete, sealed and signed hardcopies of the proposal – three (3) bound sets and one (1) unbound set - shall be marked “Original” and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submit your proposals labeled RFP # 17-003 Village of Orland Park Periodicals in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk’s Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

4. **Acknowledgement of Addenda (if applicable):** Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Proposer’s failure to include a signed formal Addendum in its proposal submission may deem its proposal non- responsive.

II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET
RFP # 17-003
Village of Orland Park Periodicals

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: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

Price Proposal
RFP #17-003
Orland Park Recreation Program Guides

Each edition will require approximately 28,500 copies to be printed. Please list prices based on the stated specifications for **28,500 copies** of the guide. The submitted proposal shall be stated as a total cost per edition, and shall apply to each edition for that contract year.

Finished book size shall be 8.125" x 10.58" with saddle stitch bindery.

OPTION 1

COVER— 6-page gatefold cover (back gate)

Stock: 80# Dull cover (or matte cover)—coated stock

Color: 4/4, full bleed

4-PG INSERT – Folded Size: 8.125" x 10.58"

Stock: 80# dull text (or matte text)—coated stock

Color: 4/4, full bleed

BODY

Stock: 50# white offset/92-bright minimum

Color: 4/4, full bleed

	Cost per Edition		
	Year 1 Summer 2017 thru Winter/Spring 2018	Year 2 Summer 2018 thru Winter/Spring 2019	Year 3 Summer 2019 thru Winter/Spring 2020
76-page body, 4-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
84-page body, 4-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
92-page body, 4-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____

Company Name: _____

Price Proposal
RFP #17-003
Orland Park Recreation Program Guides

OPTION 2

COVER— 6-page gatefold cover (back gate)

Stock: 80# Dull cover (or matte cover)—coated stock

Color: 4/4, full bleed

8-PG INSERT – Folded Size: 8.125" x 10.58"

Stock: 80# dull text (or matte text)—coated stock

Color: 4/4, full bleed

BODY

Stock: 50# white offset/92-bright minimum

Color: 4/4, full bleed

	Cost per Edition		
	Year 1 Summer 2017 thru Winter/Spring 2018	Year 2 Summer 2018 thru Winter/Spring 2019	Year 3 Summer 2019 thru Winter/Spring 2020
72-page body, 8-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
80-page body, 8-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
88-page body, 8-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____

Company Name: _____

Price Proposal
RFP #17-003
Orland Park Senior Program Guides

Each edition will require approximately 10,000 copies to be printed. Please list prices based on the stated specifications for **10,000 copies** of the guide. The submitted proposal shall be stated as a total cost per edition, and shall apply to each edition for that contract year.

NOTE: 2017 shall only have one edition (Summer/Fall 2017) printed; 2018 and 2019 shall have both editions printed.

Finished book size will be 8.125" x 10.58" with saddle stitch bindery.

COVER— 4-page cover

Stock: 80# Dull cover (or matte cover)—coated stock

Color: 4/4, full bleed

8-PG INSERT – Folded Size: 8.125" x 10.58"

Stock: 80# dull text (or matte text)—coated stock

Color: 4/4, full bleed

BODY

Stock: 50# white offset/92-bright minimum

Color: 4/4, full bleed

	Cost per Edition		
	Year 1 Summer/Fall 2017	Year 2 Winter/Spring 2018 Summer/Fall 2018	Year 3 Winter/Spring 2019 Summer/Fall 2019
32-page body, 8-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
36-page body, 8-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
40-page body, 8-page insert & cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____

Company Name: _____

Price Proposal
RFP #17-003
Orland Park Public Newsletter

Each edition will require approximately 30,015 copies to be printed. Please list prices based on the stated specifications for **30,015 copies** of the guide. The submitted proposal shall be stated as a total cost per edition, and shall apply to each edition for that contract year.

NOTE: 2017 shall only have three editions printed; 2018 and 2019 shall have 4 editions printed.

Finished book size will be 8.375" X 10.875" with saddle stitch bindery.

COVER— 4-page cover

Stock: 80# Gloss cover—coated stock

Color: 4/4, full bleed

BODY

Stock: 80# dull text (or matte text) – coated stock

Color: 4/4, full bleed

	Cost per Edition		
	Year 1 May/June 2017 thru Nov/Dec 2017	Year 2 Feb/March 2018 thru Nov/Dec 2018	Year 3 Feb/March 2019 thru Nov/Dec 2019
24-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
28-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
32-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
36-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
40-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
44-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
48-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
52-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____
56-page body plus cover	\$ _____	\$ _____	\$ _____
Price per additional 1,000 guides	\$ _____	\$ _____	\$ _____

Company Name: _____

AFFIDAVIT OF COMPLIANCE

The undersigned _____, as _____
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation _____ (State of Incorporation) _____ (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Proposer is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) TAX CERTIFICATION: Yes [] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This ____ Day
of _____, 20 ____.

Notary Public Signature

(NOTARY SEAL)

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 bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit
\$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$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. 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.

ACCEPTED & AGREED THIS ____ DAY OF _____, 20 ____

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS

EXHIBIT A
SAMPLE CONTRACT FOR SERVICES
VILLAGE OF ORLAND PARK

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 "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (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 Request for Proposals
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE'S requirements
- Affidavit of Compliance
- References
- Insurance Requirements
- Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services _____ and No/100 (\$_____) Dollars.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence[upon a receipt of a Notice to Proceed][or pick a date]and continue expeditiously [for ____ [days, months, years] from that date] until final completion This Contract shall terminate upon completion of the WORK or ____ [years months][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 CONTRACTOR shall indemnify, defend 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 CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR 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 Contractor 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 Contractor 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.

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 Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR 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 follows: CONTRACTOR 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 CONTRACTOR and its subcontractors 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 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. CONTRACTOR 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. CONTRACTOR 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 under this contract.

The CONTRACTOR 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 shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, 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 CONTRACTOR:

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.

SECTION 8: 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 CONTRACTOR'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 CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR 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 10: COMPLIANCE: CONTRACTOR 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 11: 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 12: 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 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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 CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____