

**Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523**

**SEASONAL BROCHURE PRINTING  
AND MAILING PREPARATION SERVICES  
INVITATION TO BID**



**Jessica Cannaday, Marketing and Promotions Manager, 630-645-9539  
Laure L. Kosey, Executive Director, 630-645-9535**

**INVITATION TO BID  
OAK BROOK PARK DISTRICT  
SEASONAL BROCHURE PRINTING  
AND MAILING PREPARATION SERVICES**

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The Oak Brook Park District (the “District”) is accepting bids for Seasonal Brochure Printing and Mailing Preparation Services.

Contract Documents, including Technical Specifications, may be obtained beginning Thursday, April 19, 2018 at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m. or by e-mail in PDF format by submitting a request to [lkosey@obparks.org](mailto:lkosey@obparks.org).

Bids shall be submitted in a sealed, opaque envelope marked "Bid Proposal – Seasonal Brochure Printing and Mailing Preparation Services Bid.” Proposals must be received on or before 1:00 p.m., Wednesday, May 9, 2018, in the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, and will be publicly opened and read aloud at that time.

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

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the District on request of the Bidder, for use in connection with this project only.

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

The District encourages women and minority business firms to submit bids and encourages Bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director  
Oak Brook Park District

**Oak Brook Park District  
Bidding Requirements  
Seasonal Brochure Printing and Mailing Preparation Services**

**OBJECTIVE:**

The Oak Brook Park District (the "District") is accepting bids for printing and mailing preparation services (the "Services") for the District's seasonal brochures and the Camp and Aquatics Guide, according to the Technical Specifications provided herewith.

The District encourages minority business firms to submit quotes for this project. Persons submitting bids ("Bidder(s)") are encouraged to use minority businesses as subcontractors.

The words "Bidder," "Contractor" and "Vendor" shall mean the party bidding for or entering the Contract for the performance of the Services covered by the written Specifications, and his/her legal representatives or authorized agents.

**QUALIFICATIONS:**

Bidders must possess a successful track record documenting satisfactory delivery of Services similar in scope to meet the needs of the District as listed in the Technical Specifications, for a minimum of five (5) years prior to submission of a bid. Each Bidder's principal place of business must be located in Illinois.

**BID PROPOSAL FORM: CONTENTS AND SUBMISSION:**

**Contents:**

Each bid shall be submitted on the forms furnished by the District in these Bidding Requirements, and such forms shall be fully completed. All bids must include a completed **Bid Proposal Form, Company Profile, Bidder's Submittal Forms, Bidder's References, and Contractor's Certifications**, which forms are provided herein. Bidders are required to provide 1-3 samples of printed work that is comparable to the Specifications contained herein. **Bid packets returned without print samples will be disqualified.** Each Bidder may also provide a one-page narrative pertaining to its company if desired.

**Submission:**

1. Each bid shall be made on the "Bid Proposal Form" and "Bidder's Submittals" furnished by the District.
2. All applicable blank spaces on the "Bid Proposal Form" and "Bidder's Submittals" shall be fully completed, and all amounts shall be in words as well as in figures where applicable.
3. Each bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and his/her title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Proposal Form" and "Bidder's Submittals" shall be explained or noted over the signature of the

Bidder. No bid submitted with deviations or reservations from the full scope of Services and other information called for will be considered.

5. Each bid, along with the Bidder's samples of printing work, shall be sealed in an opaque envelope marked and addressed as follows:

“Seasonal Brochure Printing and Mailing Preparation Services Bid.”

Oak Brook Park District Administration Office

1450 Forest Gate Road, Oak Brook IL 60523

6. Bid documents shall be delivered or mailed in time for delivery to the foregoing address on or before 1:00 p.m. on Wednesday, May 9, 2018. Bids will be publicly opened on the due date.
7. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No oral, faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
8. Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
9. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder(s) shall become a part of the contract with the Park District.

### **CONTRACT DOCUMENTS:**

The Contract Documents shall be as follows:

1. Addenda, if any;
2. Bidding Requirements;
3. Bid Proposal Form and Bidder's Submittals;
4. The Agreement Between The Oak Brook Park District And (Name Of Contractor) For Seasonal Brochure Printing and Mailing Preparation Services;
5. Contractor Compliance and Certifications Attachment; and
6. Technical Specifications.

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality, greater quantity or term most favorable to the Park District shall be provided in accordance with the interpretation of the District's representative.

All Bidders shall carefully review the Contract Documents, and all bids submitted shall take the requirements of the Contract Documents into account.

**ERROR IN BIDDING REQUIREMENTS OR TECHNICAL SPECIFICATIONS:**

If any Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Bidding Requirements or Technical Specifications, the Bidder should immediately provide the District, no later than 5 business days prior to bid opening, with a written notice of the problem and request that the Bidding Requirements or Technical Specifications be clarified or modified. Without disclosing the source of the request, the District may modify the document prior to the date fixed for submission of bids by issuing an Addendum to all potential Bidders. If prior to the date fixed for submission of bids, a Bidder knows of or should have known of an error in the Bidding Requirements or Technical Specifications, but fails to notify the District of the error, the Bidder shall submit a bid at its own risk, and if its bid is accepted by the District, such Bidder shall not be entitled to additional compensation or time by reason of the error or its latter correction.

**WITHDRAWALS AND RESUBMISSION/MODIFICATION OF BIDS:**

A bid may be withdrawn or modified at any time prior to the deadline for submitting bids. Such request must be in writing and addressed to the District’s Executive Director, Laure Kosey at: [lkosey@obparks.org](mailto:lkosey@obparks.org). After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

**QUALIFICATIONS AND REFERENCES:**

1. The District may make such investigation as it deems necessary to determine the ability of any Bidder to perform the Services.
2. All Bidders shall adhere to the bid criteria as specified.
3. The District reserves the right to require of any Bidder such information as it deems necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of any agreement until such information is received.
4. The successful Bidder shall also comply with laws and regulations governing equal employment opportunity.
5. In those instances where required, the successful Bidder shall hold all required licenses, permits or special licenses to perform the Services relating to the agreement entered by the parties, as required by law, or shall employ or work under the general supervision of a holder of such a license, permit or special license, and shall keep and maintain or cause to be kept or maintained all such licenses, permits or special licenses in good standing and in full force and effect at all times while the successful Bidder is performing the Services pursuant to the agreement entered by the parties.
6. Bidders must be able to demonstrate that: a) they have experience in performing, have successfully performed and are still actively engaged in performing services similar in kind and scope as described in the Bid Documents; and b) they are financially and otherwise able to perform the Services as specified in the Bid Documents. Each Bidder shall submit names and telephone numbers for a minimum of three (3) references from previous or current customers, such as park districts, school districts, municipalities, or businesses with similar complexity, volume and types of printing and mailing preparation service needs.

**SUBSTITUTIONS:**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as ‘or approved equal’. The proposed substitute will be considered if the specified product or good has been discontinued by the manufacturer or use of such substitute does not require extensive revisions to the Contract Documents and the proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the goods represented by the requirements therein.

Bidders must submit a separate written request for each proposed product substitution for the Park District to consider in accordance with the following: a) Bidder must identify the proposed product to be replaced; b) Bidder must provide complete documentation on both the product specified in the Bid Documents and the proposed substitute, including the following information, as appropriate: i) a detailed comparison of any data relating to the product specified in the Bid Documents and the proposed substitute product, including but not limited to product name, item/style number, color, fabric, and available sizes; and ii) samples where applicable or requested.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District’s approval of a substitute during bidding does not relieve the Vendor of the responsibility to comply with all other requirements of the Contract Documents.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or superior to in every respect to the originally specified product and is therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**INTERPRETATION:**

Any Bidder who finds, in the Bidder’s opinion, a discrepancy in or omission from the Specifications, or is in doubt as to their meaning, shall notify Jessica Cannaday in writing not later than five (5) business days prior to the scheduled opening of bids. The Park District will notify all Bidders in writing, by Addendum duly issued, of any interpretations made of Specifications or instructions. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: a) to determine whether to require the submission of new bids; or b) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the contract to the lowest responsive and responsible Bidder, as determined by the Park District, and require that Vendor to perform the Services in accordance with an issued correction by the Park District for the amount bid by the Vendor. Such decisions are final and are not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

All clarifications, corrections or changes to this bid shall be made by written Addendum only; the Park District will assume no responsibility for oral instruction or suggestion. Bidders will acknowledge receipt of any Addendum issued by returning the Addendum/Addenda with the proposal and so noting on the Bid Form.

**ADDENDA:**

All clarifications, corrections or changes to the Park District's bid solicitation documents will be made by Addendum **only**; the Park District accepts no responsibility for any other claimed interpretations. Bidders shall not rely upon interpretations, corrections or changes made in any other manner, whether by telephone or in person. Interpretations, corrections and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the contract. Addenda will be sent to all Bidders of record by email, facsimile or US mail. It is each Bidder's sole responsibility to ascertain that he has received all Addenda issued for this solicitation. It is also the responsibility of each Bidder to verify that all subcontractor and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening. All Addenda must be acknowledged and returned on or before the bid due date, unless otherwise directed by an Addendum; the failure of a Bidder to acknowledge any amendment shall not relieve the Vendor of the responsibility for complying with the terms thereof.

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

**ACCEPT/REJECT BIDS:**

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

The Park District reserves the right to reject all bids, reject only certain bids which are non-conforming or non-responsive to the bid requirements, accept only a portion, part or specific items of work and all and reject others, or award the contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements, as the Park District shall in its sole discretion determine to be in its best interest. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding when, in its opinion, the best interest of the Park District will be served by such actions and in accordance with applicable law.

**AWARD AND EXECUTION OF CONTRACT:**

The contract will be awarded to the lowest responsible Bidder who complies/comply with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, the Park District does not award on price alone and will also consider the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Services, conformity with the Specifications, delivery terms, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects. The Bid will be awarded to one Bidder for the entire work. Award of the Contract will be based upon the total lump sum submitted.

Park District reserves the right to: a) determine whether a substituted selection, in its judgment, is an acceptable alternate; b) increase or decrease the quantities shown on the bid; c) reject any and all prices or bids submitted without disclosure of reason; d) waive any irregularity, formality or technicality in any proposal; and e) accept that bid or bids which is/are considered in the best interests of Park District. Such decisions are final and are not subject to recourse.

Upon the acceptance of a bid by the District and notification by the District of such acceptance, the successful Bidder shall be required and by submitting a bid agrees to execute and deliver back to the District the form agreement and all other required documents, within ten (10) days after receipt of such notification. In case a Bidder shall fail or neglect to do so, he will be considered as having abandoned the contract and as being in default to the Park District. The Park District may thereupon re-advertise or otherwise award said contract.

No agreement, expressed or implied, shall exist or be binding on the District before the execution of a written agreement by both parties in substantially the form of the “Agreement Between the Oak Brook Park District And (Name of Contractor) for Seasonal Brochure Printing and Mailing Preparation Services” that is part of the Contract Documents.

**TAX EXEMPTION:**

The District is not subject to Federal Excise Tax or Illinois Retailer’s Occupational Tax. Exemption Certificates will be furnished upon request.

**COMPLIANCE WITH LAWS AND REGULATIONS:**

All materials, supplies and equipment provided by the Vendor must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The District reserves the right to terminate the agreement and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

**TERM:**

A. The contract term shall commence upon execution of an agreement by both parties, and shall end on July 31, 2019, when the last brochure is delivered.

B. At the expiration of the term, this Agreement may be extended in one (1) year increments for an additional two (2) years, if such extension is desired by the District and the

Vendor; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners.

C. In the event the District and Contractor are unable to extend the term of this Agreement under the same terms and conditions, the Contractor may propose and the District may consider a limited price increase between 1.5% and 3% for any extension for a second and/or third year of this Agreement, as provided in Subsection B of this Section "Term." If the District and the Contractor cannot agree to terms of an extension, either party may terminate this Agreement by written notice to the other party at least thirty (30) days prior to the expiration of any term of this Agreement. In that case, this Agreement will terminate at midnight at the end of its current term.

**SCHEDULE OF SERVICES:**

The Services shall be performed in accordance with the following schedule, unless otherwise extended by written agreement of the parties.

<b>2018-2019 Issues</b>	<b>Estimated Press Date</b>	<b>Estimated Delivery Date</b>
Winter 2018/Spring 2019	November 1, 2018	November 19, 2018
Camp & Aquatics Guide	January 24, 2019	February 11, 2019
Summer	April 8, 2019	April 29, 2019
Fall	July 8, 2019	July 22, 2019

**INSURANCE AND INDEMNIFICATION:**

The successful Bidder shall be required to acquire and keep in force at all times during the performance of the Services under any contract awarded hereunder, insurance coverage as provided below, and shall provide the District with a certificate of insurance within five (5) working days after the contract award to the successful Bidder and within five (5) days after approval of any one-year renewal of this agreement, for the types and amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

The successful Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District shall be named as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella coverage, if any. This insurance shall apply as primary insurance as respects the District, its officers, employees, volunteers or agents with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance

maintained by the District or its officers, employees, volunteers or agents shall be in excess of the successful Bidder's insurance and shall not contribute with it. The successful Bidder's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

**B. Business Auto and Umbrella Liability Insurance**

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

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

**C. Workers Compensation Insurance**

The successful Bidder shall maintain workers' compensation and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The successful Bidder shall waive all rights against the District and its officers, employees, volunteers and agents for recovery of damages arising out of or incident to the successful Bidder's activities.

**D. General Insurance Provisions**

**1. Evidence of Insurance**

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

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

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

The District shall have the right, but not the obligation, of prohibiting the successful Bidder from entering the District's premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.

Failure to maintain the required insurance may result in termination of any agreement entered with the successful Bidder at the District's option.

The successful Bidder shall provide certified copies of all insurance policies required above within 10 days of any written request from the District for said copies.

## **2. Acceptability of Insurers**

All insurance companies providing coverage as required hereunder shall have a rating from A.M. Best no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII, the District has the right to reject insurance written by any insurer it deems unacceptable.

## **3. Deductibles and Self-Insured Retentions**

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

## **4. "Occurrence Basis"**

All policies shall be written on an "occurrence basis". The District may waive said requirement if it determines that such waiver is in its best interests.

## **5. Subcontractors**

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

## **E. Indemnification**

To the fullest extent permitted by law, the successful Bidder shall be required to indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees, expert fees, and court costs), arising out of or resulting from such Bidder's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of such Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Such Bidder shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims,

costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of such Bidder's breach of any of its obligations under, or such Bidder's default as to, any provision of the agreement entered by the parties.

**INDEPENDENT CONTRACTOR:**

The successful Bidder shall have full control of the ways and means of performing the Services which are the subject of the agreement entered, and such Bidder, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the District, it being specifically agreed that with respect to the District, such Bidder and any party employed by such Bidder bears the relationship of an independent contractor.

**GUARANTEES:**

By entering into an agreement with the District, the successful Bidder shall warrant and represent that it possesses such expertise, experience and resources to perform the scope of Services as required in the Technical Specifications in a timely and professional manner, consistent with the standards of the printing industry. Such Bidder will supply at all times an adequate number of well-qualified personnel to perform the Services. Such Bidder shall provide a contact person authorized to remedy any nonconformity with this warranty.

**ASSIGNMENT:**

The successful Bidder shall not assign its rights or obligations under the agreement entered by the parties, or sublet or transfer any interest therein, without the written consent of the District, and shall not assign any moneys due to or to become due hereunder, without the previous written consent of the District.

**MODIFICATION OR AMENDMENT:**

The parties may modify or amend terms of the agreement entered only by a written document duly executed by both parties.

**PAYMENT:**

Payment for Services rendered will be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**JURISDICTION AND VENUE:**

The agreement entered by the parties shall be governed by the laws of the State of Illinois, and venue for any disputes hereunder shall be appropriate only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**THIRD PARTIES:**

Nothing contained in the agreement entered by the parties shall create a contractual relationship between the District and any third party; however, it is understood and agreed that the District is an intended third-party beneficiary of any and all subcontracts and purchase orders and of the agreements between the successful Bidder and third parties. Such Bidder shall incorporate these obligations into any subcontracts, supply agreements and purchase orders.

## **Bid Submittal Forms**

Bidders are required to provide 1-3 samples of printed work that is comparable to the specifications contained herein.

**Bid packets returned without print samples will be disqualified.**

**BID PROPOSAL FORM**

TO: Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

FROM: \_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
STREET ADDRESS

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

\_\_\_\_\_  
PHONE

**FOR: Seasonal Brochure Printing and Mailing Services (“Services”)**

1. In accordance with the Contract Documents, said contract documents being: Bidding Requirements, this Bid Proposal Form, Bidder’s Submittals, the Technical Specifications, the Agreement Between Owner and Contractor, the Contractor Compliance and Certification Attachment and the Addenda, if any (none unless indicated here)\_\_\_\_\_, all as issued by the Oak Brook Park District (the "Contract Documents"), hereby proposes to provide all Services and supply and deliver all materials and equipment described in the Contract Documents. The undersigned Bidder hereby proposes to perform everything required to be performed; to provide and furnish all of the materials and equipment, and all transporting services required, and to perform the Services, as stated in the scope of work included in the Contract Documents, all in accordance with the aforementioned documents, and at the prices stated hereinafter.

The undersigned Bidder declares that it has carefully examined the Contract Documents, and has familiarized itself as to the Services to be performed and the conditions under which they must be carried out; and understands that in making this proposal it waives all right to plead any misunderstanding regarding the same.

The undersigned Bidder agrees that, upon receipt of written notice of acceptance of its proposal, it will furnish all required bonds and insurance, and will execute an agreement and commence performance of Services as stated in the Contract Documents.

The undersigned Bidder declares that any and all prices stated in the Bidder’s Submittals include all taxes; costs of labor, materials and equipment; transportation and shipment costs; insurance; bonds; overhead and profit; and any and all other costs normal to doing business.

The undersigned Bidder declares that this proposal shall remain in force for a period of sixty (60) days from the date of the bid deadline.

The undersigned Bidder hereby acknowledges the receipt of the following Addenda (if any) distributed by the Park District.

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Full Name of Bidder (Print)

\_\_\_\_\_  
Name and Title of Authorized Agent  
If Corporation or Partnership (Print)

\_\_\_\_\_  
Full Name of Bidder (Signature)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
City/State/Zip

**Company Profile**

Firm Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

# Full Time Employees: \_\_\_\_\_

# Part Time/Seasonal Employees: \_\_\_\_\_

Years in business under this business name: \_\_\_\_\_ years

Bank Name: \_\_\_\_\_

**List mailing house if mailing preparation will be completed by subcontractor:**

Firm Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

# Full Time Employees: \_\_\_\_\_

# Part Time/Seasonal Employees: \_\_\_\_\_

Years in business under this business name: \_\_\_\_\_ years

Bank Name: \_\_\_\_\_

**Bidder's Reference List:**

Please list the name, address, phone number and print job description for your 3 largest clients.

---

Name of Park District, School District, Municipality, or Business

---

Contact Person

Address

---

Phone Number

E-Mail

---

Description of Services performed.

---

Name of Park District, School District, Municipality, or Business

---

Contact Person

Address

---

Phone Number

E-Mail

---

Description of Services performed.

---

Name of Park District, School District, Municipality, or Business

---

Contact Person

Address

---

Phone Number

E-Mail

---

Description of Services performed.

**Bidder's Submittal**  
**Bid Worksheet – Seasonal Brochures**

Bidder shall submit its bid submittal for the printing and mailing services according to the Technical Specifications provided below with THIS COMPLETED FORM as their price quote.

**Base Bid: Seasonal Brochures**

The District publishes three seasonal program brochures annually:

2018 - 2019 Issues	Estimated Press Date	Estimated Delivery Date
Winter 2018/Spring 2019	November 1, 2018	November 19, 2018
Summer 2019	April 8, 2019	April 29, 2019
Fall 2019	July 8, 2019	July 22, 2019

Bidder shall provide its bid based on a per issue cost, utilizing the following Technical Specifications.

<b>Quantity per issue</b>	6,500
<b>Finished Size</b>	9" x 12"
<b>Cover Stock</b>	100# Text #2 or better gloss
<b>Body Stock</b>	60# Text #2 or better gloss
<b>Inks (Cover)</b>	4 / 4 (Four Color Process + Plus Varnish)
<b>Inks (Body)</b>	4 / 4 (Four Color Process)
<b>Pages</b>	64 pages
<b>Bindery</b>	Covers and Body Bleeds on all 4 sides Perfect Bind with Hinge Score on Cover
<b>Artwork</b>	Supplied
<b>Proofs</b>	Kodak Approval Proof on Cover, Epson Proofs on Body & Digital Folded Dylux
<b>Mailing Service</b>	District shall supply an Excel file of addresses to address brochure back cover. Approximately 3,775 brochures shall be prepared for bulk mail and delivered to the Oak Brook Post Office. Brochures shall be prepared according to USPS requirements, which currently are processed as "flats" with approximately 3,300 prepared for DDU Entry, 415 prepared at 5-digit sort, and a small amount for mixed ADC. Contractor shall provide post office with 2 copies of the prepared Postage Statement so that the District may receive a completed copy for the District's files. The District shall directly pay all postage costs to the United States Post Office, Oak Brook, IL office.
<b>Packaging and Delivery of remaining copies of the Brochure</b>	After completing mailing service, Contractor shall package remaining inventory of brochure, including overruns in boxes no more than 40 lbs in weight and deliver to the Oak Brook Park District Administration Office, 1450 Forest Gate Rd., Oak Brook, IL 60523

**Bidder's Price Submittal:**

Per issue @ 1,000 brochure printed                   \$ \_\_\_\_\_

Per issue @ 5,000 brochures printed               \$ \_\_\_\_\_

Per issue @ 6,500 brochures printed               \$ \_\_\_\_\_

**Bidder's Submittal**  
**Bid Worksheet: - Camp and Aquatics Guide**

Bidder shall submit its bid for the printing and mailing services according to the Technical Specifications provided below with THIS COMPLETED FORM as their price quote.

<b>2019 Issue</b>	<b>Estimated Press Date</b>	<b>Estimated Delivery Date</b>
Camp & Aquatics Guide*	January 24, 2019	February 11, 2019

<b>Quantity per issue</b>	4,000
<b>Finished Size</b>	6" X 9"
<b>Cover Stock</b>	100# Text #2 or better gloss
<b>Body Stock</b>	60# Text #2 or better gloss
<b>Inks (Cover)</b>	4 / 4 (Four Color Process + Plus Varnish)
<b>Inks (Body)</b>	4/4 (four color process)
<b>Pages</b>	24 pages
<b>Bindery</b>	Covers and Body Bleeds on all 4 sides Saddle Stitch
<b>Artwork</b>	Supplied
<b>Proofs</b>	Kodak Approval Proof on Cover, Epson Proofs on Body & Digital Folded Dylux
<b>Mailing Service</b>	District shall supply an Excel file of addresses to address brochure back cover. Approximately 3,775 brochures shall be prepared for bulk mail and delivered to the Oak Brook Post Office. Brochures shall be prepared according to USPS requirements. Contractor shall provide post office with 2 copies of the prepared Postage Statement so that the District may receive a completed copy for the District's files. The District shall directly pay all postage costs to the United States Post Office, Oak Brook, IL office.
<b>Packaging and Delivery of remaining copies of the Brochure</b>	After completing mailing service, Contractor shall package remaining inventory of brochure, including overruns in boxes no more than 40 lbs in weight and deliver to the Oak Brook Park District Administration Office, 1450 Forest Gate Rd., Oak Brook, IL 60523

**Bidder's Price Submittal:**

Per issue @ 1,000 brochure printed \$ \_\_\_\_\_

Per issue @ 4,000 brochures printed \$ \_\_\_\_\_

## **CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

For purposes of this Attachment, "Owner" shall mean the Oak Brook Park District and Contractor" shall mean "Vendor" and as defined in the Agreement for Seasonal Brochure Printing and Mailing Preparation Services.

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor 's internal complaint process including penalties; (v) the legal recourse,

investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

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

CONTRACTOR

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

**Oak Brook Park District  
Seasonal Brochure Printing and Mailing Services**

**TECHNICAL SPECIFICATIONS**

## Technical Specifications

The District publishes three seasonal program brochures and 1 camp guide annually:

<b>2018-2019</b>	<b>Estimated Press Date</b>	<b>Estimated Delivery Date</b>
Winter/Spring	November 1, 2018	November 19, 2018
Camp & Aquatics Guide*	January 24, 2019	February 11, 2019
Summer	April 8, 2019	April 29, 2019
Fall	July 8, 2019	July 22, 2019

### Seasonal Brochures Technical Specifications

The bid submittal shall be based on a per issue cost, utilizing the following Technical Specifications for the Winter/Spring, Summer, and Fall editions of the Seasonal Brochures. Bidder shall provide its quote on the Bid Worksheet for Seasonal Brochures and shall state cost per thousand printed and provide incremental cost for copies printed in excess of one thousand.

<b>Quantity per issue</b>	6,500
<b>Finished Size</b>	9" x 12"
<b>Cover Stock</b>	100# Text #2 or better gloss
<b>Body Stock</b>	60# Text #2 or better gloss
<b>Inks (Cover)</b>	4 / 4 (Four Color Process + Plus Varnish)
<b>Inks (Body)</b>	4 / 4 (Four Color Process)
<b>Pages</b>	64 pages
<b>Bindery</b>	Covers and Body Bleeds on all 4 sides Perfect Bind with Hinge Score on Cover
<b>Artwork</b>	Supplied
<b>Proofs</b>	Kodak Approval Proof on Cover, Epson Proofs on Body & Digital Folded Dylux
<b>Mailing Service</b>	District shall supply an Excel file of addresses to address brochure back cover. Approximately 3,775 brochures shall be prepared for bulk mail and delivered to the Oak Brook Post Office. Brochures shall be prepared according to USPS requirements, which currently are processed as "flats" with approximately 3,300 prepared for DDU Entry, 415 prepared at 5-digit sort, and a small amount for mixed ADC. Contractor shall provide post office with 2 copies of the prepared Postage Statement so that the District may receive a completed copy for the District's files. The District shall directly pay all postage costs to the United States Post Office, Oak Brook, IL office.
<b>Packaging and Delivery of remaining copies of the Brochure</b>	After completing mailing service, Contractor shall package remaining inventory of brochure, including overruns in boxes no more than 40 lbs in weight and deliver to the Oak Brook Park District Administration Office, 1450 Forest Gate Rd., Oak Brook, IL 60523

**Camp & Aquatics Guide Technical Specifications\***

The bid submittal shall be based on a per issue cost, utilizing the following Technical Specifications for the Camp & Aquatic Guide Brochure. Bidder shall provide its quote on the Bid Worksheet for the Camp and Aquatics Guide and shall state cost per thousand printed and provide incremental cost for copies printed in excess of one thousand

<b>Quantity per issue</b>	4,000
<b>Finished Size</b>	6" X 9"
<b>Cover Stock</b>	100# Text #2 or better gloss
<b>Body Stock</b>	60# Text #2 or better gloss
<b>Inks (Cover)</b>	4 / 4 (Four Color Process + Plus Varnish)
<b>Inks (Body)</b>	4/4 (four color process)
<b>Pages</b>	24 pages
<b>Bindery</b>	Covers and Body Bleeds on all 4 sides Saddle Stitch
<b>Artwork</b>	Supplied
<b>Proofs</b>	Kodak Approval Proof on Cover, Epson Proofs on Body & Digital Folded Dylux
<b>Mailing Service</b>	District shall supply an Excel file of addresses to address brochure back cover. Approximately 3,775 brochures shall be prepared for bulk mail and delivered to the Oak Brook Post Office. Brochures shall be prepared according to USPS requirements. Contractor shall provide post office with 2 copies of the prepared Postage Statement so that the District may receive a completed copy for the District's files. The District shall directly pay all postage costs to the United States Post Office, Oak Brook, IL office.
<b>Packaging and Delivery of remaining copies of the Brochure</b>	After completing mailing service, Contractor shall package remaining inventory of brochure, including overruns in boxes no more than 40 lbs in weight and deliver to the Oak Brook Park District Administration Office, 1450 Forest Gate Rd., Oak Brook, IL 60523

**AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND  
FOR  
SEASONAL BROCHURE PRINTING AND MAILING PREPARATION SERVICES**

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**THIS AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2018, between Oak Brook Park District, an Illinois park district with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois (the “District”), and \_\_\_\_\_, a(n) \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, IL \_\_\_\_\_ (the “Vendor”), collectively referred to as the “Parties” or individually as “Party.”

**WITNESSETH:**

**WHEREAS**, the District requires seasonal brochure printing and mailing preparation services, as defined below (the “Services”);

**WHEREAS**, the Vendor has represented to the District that Vendor has experience, expertise and equipment required to perform the Services, is in the business of providing professional Services of the type and nature required for the District in accordance with the Contract Documents, and is willing and able to perform the required Services for the District; and

**WHEREAS**, the District has selected the Vendor to perform the required Services.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein set forth, and other good and valuable consideration, the parties hereby agree as follows:

**Section 1: Scope of Services.** The Vendor shall provide the Services according to the Vendor’s Bid Submittal Form, which Form is attached to this Agreement and made a part hereof as **Exhibit A**. For purposes of this Agreement, “Brochure” shall mean each seasonal brochure and the Camp Aquatic Guide provided by Vendor as part of the Services.

**Section 2: Contract Documents.** The following documents shall be deemed a part of this Agreement as though fully set forth herein:

- a) Addenda, if any;
- b) Bidding Requirements;
- c) Vendor’s Bid Submittal Form;
- d) This Agreement;
- e) Contractor Compliance and Certifications Attachment; and
- f) Specifications.

**Section 3: Notice to Proceed.** Upon execution of this Agreement, the Vendor shall prepare everything necessary to complete the Services.

**Section 4: Time for Performance.**

A. The Services shall be delivered in accordance with the schedule provided in the Bid Submittal Form and Specifications (the "Schedule"), and the Vendor shall be required to adhere to the Schedule. The Vendor shall notify the District immediately by telephone call, followed by written e-mail notice, if it appears that unforeseen delays will not allow the Services to be completed according to the Schedule. **TIME IS OF THE ESSENCE WITH RESPECT TO THE VENDOR'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.**

B. If the Vendor is delayed at any time in the progress of the Services by any act or neglect of the District, or by any employee of the District, or by changes ordered by the District, or by any other causes beyond the Vendor's control, the sole remedy shall be an extension of time for completion, as determined by the District in writing after consultation with the Vendor.

C. If the Services are delayed by any act or neglect of the Vendor, or by any employee of the Vendor, which results in the delay of the delivery of any Brochures according to the Schedule, or within such extended time as may be allowed, the District shall deduct 10% for every day of delay from the monies due the Vendor for the current Services, not as a penalty but as liquidated damages sustained, and by execution of this Agreement, the Vendor agrees that this sum represents a reasonable estimate of damages to the District which are a result of such delay, which damages cannot be specifically ascertained.

**Section 5: Compensation.**

A. The District shall pay the Vendor for Services rendered only in accordance with Vendor's Bid Submittal Form, and as otherwise as provided herein.

B. If the District requires changes in the Services, or additional Services, the District will request such changes or additional Services in writing and shall request a proposal from the Vendor for the cost thereof. Upon acceptance of the Vendor's proposal for such changes or additional Services, the District will approve a change order in accordance with law.

C. After the completion of Services for a Brochure, the Vendor shall submit to the District its invoices for the Services rendered to the District on or before the last day of any month. Each such invoice shall summarize the tasks performed, the total quantity printed the number of pages printed per Brochure and the mailing Services performed, and shall state the body and cover stock, inks, and number and kinds of proofs supplied. The Vendor shall also provide with its invoice a copy of the USPS Postage Statement that was submitted to the United States Post Office for mailing any Brochure being invoiced to the District.

D. Upon receipt, review and approval of properly documented invoices, the District shall pay the Vendor the amounts invoiced in accordance with the Bid Submittal Form, attached hereto as Exhibit "A" in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**Section 6: Insurance and Indemnification.**

A. The Vendor shall obtain and maintain throughout the Initial Term and any Renewal Term of this Agreement, at its sole expense, insurance coverage as specified in the Bidding Requirements, which are incorporated as part of the Contract Documents.

B. To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees, expert fees, and court costs), arising out of or resulting from Vendor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Vendor, any of Vendor's subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this Paragraph. Such Bidder shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default as to, any provision of this Agreement.

**Section 7: Title and Risk of Loss.** Title to, and the risk of loss, injury or destruction from any casualty to the Brochures, regardless of cause, will be the responsibility of the Vendor until the Brochures have been delivered to the United States Post Office, Oak Brook, IL office.

**Section 8: Acceptance and Rejection**

A. Before each Brochure is printed for distribution, Vendor shall provide a proof of the Brochure for review and approval by the District in accordance with the Specifications. In the event the District rejects a Brochure for failure to comply with the Specifications, the non-complying Brochure shall be immediately be corrected to comply with the Specifications at no expense to the District and in accordance with Paragraph 9 of this Agreement.

B. Neither inspection nor acceptance by the District shall act as District's acceptance of any defects or deficiencies in the Brochures for the failure of the Brochures to conform to the requirements of the Contract Documents and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure.

**Section 9: Standard of Performance.**

A. The Vendor and its employees shall exercise reasonable skill, care and diligence in the provision of the Services required under this Agreement in accordance with customarily accepted good professional practice. Such performance shall be to the satisfaction of the District, and shall meet or exceed the quality and standards commonly accepted in the industry.

B. All Services provided by the Vendor shall be performed in a reasonably prompt manner. The Vendor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay, and shall give the required Services such priority in its

office as is necessary to cause the Services hereunder to be timely and properly provided.

C. If any errors, omissions or acts, intentional or negligent, are made by the Vendor, in any phase of the provision of Services, the correction of which requires additional Services, the Vendor shall be required to perform such additional Services as may be necessary to remedy same without undue delay and without any cost to the District. In the event Vendor fails to make such corrections within three (3) business day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies the District may have such deficiencies corrected. In such case the District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the District for any and all expenses related thereto. If payments then or thereafter due the Vendor are not sufficient to cover such amounts, the Vendor shall pay the difference to the Park District.

The rights and remedies of the District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the District granted in the other Contract Documents or at law or in equity.

#### **Section 10: Vendor's Representations**

A. The Vendor hereby specifically acknowledges and declares, and the execution of this Agreement by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Services and that the Contract Documents are sufficient to enable it to supply and deliver the Services outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Services for an amount not in excess of the prices set forth on Vendor's Bid Form on or before the delivery date established in the Agreement.

B. The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by District and shall at once report to the District errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any portion of the Services involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the District, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

#### **Section 11: Warranties**

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

B. Liability or refusal of a subcontractor or vendor responsible for the defective materials, equipment or goods to correct the same shall not excuse the Vendor from performing under the warranty.

C. Vendor shall correct any portion of the Brochures that are defective, and replace defective or nonconforming materials at Vendor's sole cost and expense. No warranty herein shall be deemed waived upon the District's inspection and acceptance of delivery of the Brochures

**Section 12: Conflict of Interest.** The Vendor covenants that it has no conflicting public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its Services under this Agreement.

**Section 13: Ownership of Documents.**

A. The Vendor agrees that all images and data which the Vendor receives from the District or prepares for the District, are the property of the District.

B. The documents and materials made or maintained by the Vendor under this Agreement shall be and will remain the property of the District, and the District shall have the right to use same without restriction or limitation and without compensation to the Vendor other than as provided for in this Agreement.

C. The "Park District's Marks" shall mean the Park District's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights directly associated with the District or any program, facility, special event of business of the District, whether existing on the date of execution of this Agreement or created thereafter. The District's Marks are and shall remain the Park District's property.

a) Vendor is hereby authorized to use the Park District's Marks for the Brochures.

b) Vendor shall not use or permit the use of the Park District's Marks unless such use is authorized by this Agreement or such use is permitted by the prior written consent of the District.

c) The right to use the Park District's Marks is non-exclusive, non-assignable and nontransferable. All use by Vendor of the Park District's Marks shall inure solely to the benefit of the District.

d) Vendor shall not sell or donate surplus or rejected items provided under this Agreement without the prior written consent of the District.

**Section 14: Compliance with Laws.**

A. All materials, supplies and equipment provided under this Agreement must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The District reserves the right to terminate this Agreement and pursue any other legal remedies deemed necessary if it

becomes aware of violation of any laws on the part of the Vendor. Vendor's executed Contractor Compliance and Certifications Attachment is attached to and incorporated as part of this Agreement as **Exhibit B**.

B. The Vendor shall hold all licenses, permits or special licenses to provide the Services required by this Agreement, as required by law, or shall employ or work under the general supervision of a holder of such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the work under this Agreement.

**Section 15: Modification or Amendment.** The Parties may modify or amend terms of this Agreement only by a written document duly executed by both Parties.

**Section 16: Term of this Agreement.**

A. Unless terminated earlier has provided herein, the initial term of this Agreement shall be commence upon execution of this Agreement by both Parties, and shall terminate on July 31, 2019 ("Initial Term"). This Agreement shall remain in full force and effect throughout such Initial Term.

B. At the expiration of the Initial Term, this Agreement may be extended for an additional two (2), 1-year terms (collectively or individually referred to as "Renewal Term(s)") if such extension is desired by the District and the Vendor; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners. The Parties shall agree to any such Renewal Term in writing at least thirty (30) days prior to the end of the current term.

C. In the event the District and Vendor are unable to extend the Initial Term or the first Renewal Term of this Agreement under the same terms and conditions, the Vendor may propose and the District may consider a limited price increase between 1.5% and 3% for a Renewal Term.

D. In the event the District or the Vendor are unable to extend the Initial Term or any Renewal Term of this Agreement under the same terms and conditions, either Party may terminate this Agreement by written notice to the other Party at least thirty (30) days prior to the expiration of the term of this Agreement. In that case, this Agreement will terminate at midnight at the end of its current term.

**Section 17: Termination.**

A. The District shall have the right to terminate this Agreement for no cause, upon thirty (30) days written notice to the Vendor. Upon termination in accordance with this section 17.A, the District's liability to the Vendor shall be limited to payment of the Vendor's fees for the Services completed in accordance with the Contract Documents and approved by the District and payment for materials for the Services used up to the date of termination. Upon such termination, the District shall have no further obligation or liability for compensation of any expenses, fees or costs of the Vendor hereunder.

B. The District may immediately terminate this Agreement, without prejudice to any other right and remedy, upon notice to the Vendor that it has failed to provide the Services in a timely manner; failed to meet the Specifications set forth in the Contract Documents; failed to make prompt payment of monies due for materials, workers or subcontractors; or violated applicable laws and/or

ordinances or regulations Upon termination in accordance with this Section 17.B, the District may arrange for completion of the Services by whatever method the District may deem expedient and, in such case, the Vendor shall be liable to the District and shall pay the District promptly upon demand the increased cost to the District of obtaining the Services from the substitute (s) Vendor(s). .

C. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the District, the District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's Services required under this Agreement by whatever method and by whichever persons the District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the said work and/or services are completed. If the unpaid balance of the contract sum exceeds (1) the expenses of completing the work and/or services, including compensation for additional managerial and administrative services, plus (2) the District's losses and damages because of Vendor's default, such excess shall be paid to Vendor. If such expense plus the District's losses and damages shall exceed such unpaid balance, Vendor shall pay the difference to the District promptly on demand and the District may resort to any other rights or remedies the District may have by law or under this Agreement.

D. Upon any termination of this Agreement for any reason, all data, work product, reports and documents produced under this Agreement and paid for by the District shall become the property of the District, and such documents shall be delivered to the District within fourteen (14) days of such termination.

**Section 18: Vendor as Independent Contractor.** The relationship of the Vendor to the District is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the District to exercise control or direction over the manner or method by which the Vendor provides the Services hereunder. The Vendor warrants that all personnel provided by it with respect to the Services shall be employees of the Vendor. At all times during the course of providing Services hereunder, the Vendor's employees shall be and remain employees of the Vendor and not employees of the District. The Vendor, and not the District, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law. The Vendor shall defend, indemnify and hold the District harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Vendor's employees provided by it with respect to the Services. The Vendor shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Vendor expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from the District any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Vendor providing the Services pursuant to this Agreement.

**Section 19: Entire Agreement.** This Agreement, including all matters incorporated herein, contains the entire agreement between the Parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Vendor's Services other than those contained herein. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

**Section 20: Assignment.** This Agreement is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the District.

**Section 21: Severability.** In the event that any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of the Agreement shall be construed as if it did not contain the particular provision and shall continue in full force, effect and enforceability in accordance with its terms, to the fullest extent permitted by law.

**Section 22: Governing Law.** This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the Parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 23: Notices.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

To the District:

Oak Brook Park District  
Attention: Executive Director  
1450 Forest Gate Road  
Oak Brook, IL 60523

To the Vendor:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, IL \_\_\_\_\_

**Section 24: Failure to Enforce Breach Not a Waiver.** The Parties agree that the waiver of or failure to enforce any breach of this Agreement by the other Party shall not be construed or otherwise operate as a waiver of any future breach of this Agreement, and shall not bar or prevent the other Party from enforcing this Agreement with respect to any other breach.

**Section 25: Force Majeure.** Neither Party shall be liable to the other for any delay or non-performance of their respective obligations under this Agreement if such delay or non-performance is caused by any contingency beyond their control, including but not limited to acts of God, war, civil unrest, walkouts, fires or natural disasters.

**Section 26: Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship between the District or the Vendor and any third party; however, it is understood and agreed that the District is an intended third-party beneficiary of all contracts between the Vendor and any other party related to the Services to be provided by the Vendor hereunder. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the District and/or the Vendor, and/or any of their respective officials, officers and/or employees.

**Section 27: Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

**IN WITNESS THEREOF**, the parties set their hands and seals as of the date first written above.

**OAK BROOK PARK DISTRICT**

**VENDOR:** \_\_\_\_\_

By: \_\_\_\_\_  
Sharon Knitter  
President

By: \_\_\_\_\_  
One of its Principals  
Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Laure Kosey  
Secretary

Attest: \_\_\_\_\_  
Its \_\_\_\_\_  
Print Name: \_\_\_\_\_

**PAGES TO BE COMPLETED AT THE TIME AN AGREEMENT IS EXECUTED BY THE DISTRICT AND THE SUCCESSFUL BIDDER:**

The successful Bidder shall provide the following at such time as is provided herein, in order for the agreement to be considered valid by the District:

- All Bid Forms;
- Contractor Compliance and Certification Attachment;
- District/Contractor Agreement, substantially in the same form as incorporated in these Bid Documents; and
- Verification of Insurance - Certificate of Insurance provided identifying the District as an additional named insured.

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