



ADMINISTRATION & RECREATION CENTER

1925 OHIO STREET | LISLE, IL 60532

PHONE: 630.964.3410 | FAX: 630.964.7448

TDD: 1.800.526.0857

WWW.LISLEPARKDISTRICT.ORG

**50+ Prime Times Brochure Printing Services
INVITATION TO BID**

**Deadline for Submission of Bids:
10:00 a.m., August 5, 2019**

**Samantha Sleezer, Graphic & Web Design Specialist
630-964-3410 x4314 | ssleezer@lisleparkdistrict.org**

Invitation to Bid

LISLE PARK DISTRICT 50+ PRIME TIMES BROCHURE PRINTING SERVICES

Notice is hereby given that the Lisle Park District, Illinois ("District") is accepting bids for the printing services for the District's 50+ Prime Times brochure from qualified and experienced printing service providers, at the Lisle Park District Recreation Center, 1925 Ohio Street, Lisle, IL 60532 not later than **10:00 a.m. on August 5, 2019**. Bids received after the submittal time will be rejected and returned unopened to the sender.

The District reserves the right to accept or reject any and all bids and waive technicalities.

Bid Specifications may be obtained at the Lisle Park District, Recreation Center, 1925 Ohio Street, Lisle, IL 60532, Monday – Friday, 8:30 a.m. – 5:00 p.m., beginning July 9, 2019 – August 5, 2019, or by e-mail in PDF format by submitting a request to Samantha at ssleezer@lisleparkdistrict.org.

Bids shall be submitted in a sealed envelope marked "50+ Prime Times Brochure Printing Services."

Bids must be received on or before 10:00 a.m., August 5, 2019 at the Lisle Park District, Recreation Center, 1925 Ohio Street, Lisle, IL 60532, and will be publicly opened and read aloud at that time.

All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages to all laborers, workmen and mechanics as determined by the Illinois Department of Labor. All bidders must comply with the Illinois Statutory requirements regarding labor including Equal Employment Opportunity Laws.

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

**Lisle Park District
50+ Prime Times Brochure Printing Services**

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Lisle Park District

Bidding Requirements

50+ Prime Times Brochure Printing Services

OBJECTIVE

The Lisle Park District (the "District") is accepting bids for printing services (the "Services") for the District's 50+ Prime Times brochure according to the technical specifications ("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.

QUALIFICATIONS

Bidders must possess a successful track record documenting satisfactory delivery of Services similar in scope to the needs of the District as listed in the 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 **Company Profile, Bid Price List (Bid Proposal Form), Bidder's References, and Bidder's Certifications**, which are provided herein. 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" furnished by the District.
2. All applicable blank spaces on the "Bid Proposal Form" 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" 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 shall be sealed in an envelope marked and addressed as follows:
"50+ Prime Times Brochure Printing Services"
Lisle Park District, Recreation Center
1925 Ohio Street, Lisle, IL 60532
6. Bid documents shall be delivered or mailed in time for delivery to the foregoing address on or before 10:00 a.m. on Monday, August 5, 2019. Bids will be publicly opened on the due date.
7. Oral bids will not be considered.

CONTRACT DOCUMENTS:

The Contract Documents shall be as follows:

1. Addenda, if any
2. Bidding Requirements
3. Bid Proposal Form and Bid Submittals

4. The Agreement between the Lisle Park District and (Name Of Contractor) for 50+ Prime Times Brochure Printing Services
5. Certificate Of Compliance (720 ILCS 5/33e-1, et seq. And 65 ILCS 5/11-42.1-1), Prevailing Wage Affidavit
6. Specifications

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality or greater quantity 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 SPECIFICATIONS

If any Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Bidding Requirements or Specifications, the Bidder should immediately provide the District with a written notice of the problem and request that the Bidding Requirements or 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 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 Graphic & Web Design Specialist, Samantha Sleezer at: sleezer@lisleparkdistrict.org. Modifications of bid submittals by telefax will not be permitted. Modifications offered orally or after bids have been opened will not be entertained.

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. 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 service needs. At least two brochures printed by your company of similar style to the 50+ Prime Times brochure must accompany the bid. No bid will be considered without samples of workmanship and reference.

ACCEPT/REJECT BIDS:

The District reserves the right to accept or reject any and all bids and to waive any formality or technicality in any bid, in order to award a contract that will serve the best interest of the District. All bids will be reviewed for completeness of the submission requirements. If a bid fails to meet a material bidding requirement or is incomplete or contains irregularities, the bid may be rejected.

AWARD AND EXECUTION OF CONTRACT

Subject to the District's right to reject any or all bids, the lowest responsible Bidder will be awarded a contract. It is anticipated that final selection will be made by Friday, August 16, 2019. The successful Bidder may anticipate commencing provision of the Services beginning with the production of the 50+ Prime Times brochure January-February 2020 issue.

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.

After the contract is awarded, and prior to execution by the successful Bidder, the form agreement may be revised in accordance with the agreement of the parties and applicable law.

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 Lisle Park District and (Name of Contractor) for 50+ Prime Times Brochure Printing 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

The successful Bidder shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the Services. Included with the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Services under any agreement entered by the parties, the successful Bidder shall agree as follows:

A. The successful Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such Bidder will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Such Bidder

agrees to post, in conspicuous places accessible to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this non-discrimination clause.

B. The successful Bidder will, in all solicitations or advertisements for employees placed by or on behalf of such Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

BIDDER'S CERTIFICATIONS:

1. Each Bidder shall certify on the attached form that (i) it is not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (Bid rigging or bid rotation); and (ii) no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
2. Each Bidder shall certify on the attached form its compliance with the Illinois Prevailing Wage Act and shall pay according to the local prevailing wage rates of DuPage County. Each Bidder will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the Services are to be performed for each craft or type of worker or mechanic needed to execute the agreement or perform such Services. The general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, shall be paid for each craft or type of worker needed to execute the agreement or to perform such Services. Wage rates shall be paid in accordance with the wage rate list attached hereto and made part of the agreement. Should such wage rates be revised by the Illinois Department of Labor, the successful Bidder shall pay such revised rates to all laborers, workers and mechanics for each craft or type of worker or mechanic needed to perform the Services under any contract awarded hereunder.

TERM OF AGREEMENT:

The initial term of any contract awarded hereunder shall be for one (1) year, commencing on the date that the form agreement has been executed by the successful Bidder and the Lisle Park District's Director of Parks & Recreation, and shall remain in full force and effect through midnight at the end of the one (1) year period. At the expiration of the one (1) year term, this Agreement may be extended for three (3) years, if, such extension is desired by the District and the Printer; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners.

INSURANCE:

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, 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 \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

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

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 thirty (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 ten (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 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 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 based upon the agreement negotiated between the successful Bidder and the District.

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.

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

The successful Bidder shall complete, by the time of the execution of an agreement between the District and such Bidder, the following pages in order for the agreement to be considered valid by the District:

- Certificate of Compliance Form
- Prevailing Wage Affidavit Form
- District/Contractor Agreement as prepared by District's counsel
- Verification of Insurance - Certificate of Insurance provided identifying the District as an additional named insured.

Bidder's Certifications

**Certificate of Compliance
Prevailing Wage Affidavit**

CERTIFICATE OF COMPLIANCE
720 ILCS 5/33E-1 et. seq., and 65 ILCS 5/11 -42.1-1
LISLE DISTRICT
1925 OHIO STREET
LISLE, IL 60532

_____, the Contractor under a certain contract dated _____, 2019, for 50+ Prime Times Brochure Printing Services hereby certifies that said Contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code; 720 ILCS 5/33 E-1. et seq. (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS ____ DAY OF _____, 2019

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT
LISLE DISTRICT
1925 OHIO STREET
LISLE, IL 60532

I, _____, on oath hereby states and certifies that _____ ("Contractor"), pursuant to a Contract dated _____, 2019, with the Lisle Park District for 50+ Prime Times Brochure Printing Services, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such Services, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid contract or to perform such Services. The Contractor has also complied with and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*)

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS ____ DAY OF _____, 2019

NOTARY PUBLIC

Lisle Park District 50+ Prime Times Brochure Printing Services

TECHNICAL SPECIFICATIONS

Base Bid:

The District publishes six (6) 50+ Prime Times brochures annually:

2020 – 2022 Issues	Artwork Provided	Delivery Deadline – Received By or Before
January-February	6-7 Business Days Prior to Delivery Deadline	12pm noon Thursday prior to 1 st Monday of December
March-April		12pm noon Thursday prior to 1 st Monday of February
May-June		12pm noon Thursday prior to 1 st Monday of April
July-August		12pm noon Thursday prior to 1 st Monday of June
September-October		12pm noon Thursday prior to 1 st Monday of August
November-December		12pm noon Thursday prior to 1 st Monday of October

Base Bid: 50+ Prime Times Brochure Specifications

Bidder’s bid submittal shall be based on a per issue cost, utilizing the following specifications for each edition of the 50+ Prime Times brochure. Bidder shall provide its quote on the Base Bid Worksheet for the 50+ Prime Times brochure and shall state cost per issue for each increment outlined. The price adjustment for additional and reduction of pages shall be provided. The District will consider a one (1) year contract renewable up to three (3) years, and the total price per issue produced between November 2019 and October 2022.

Quantity	1,200 copies per issue District reserves the right to change quantity based on market demographic and need
Finished Size	8.5" x 11"
Bleeds	Cover – Full bleed Body – Full bleed
Stock	70# dull text-weight
Inks	4 / 4 (Four Color Process) Soy ink
Pages	28-32 pages, including the cover pages District reserves the right to change page number based on content need
Bindery	Saddle Stitched
Artwork Submitted	Brochure will be produced in no longer than one (1) week from the date the artwork is provided to the delivery of the completed brochure. Artwork will be submitted to the printer in November, January, March, May, July, and September
Artwork	Designed in Adobe InDesign CC (Mac) and sent electronically
Proofs	Printer is to provide a soft copy proof in PDF format sent electronically. All changes sent to the printer during the proofing process will not incur additional charges.
Consultations	Bid submittal to include unlimited on-site and phone consultations with prepress staff.
Transportation of Brochures	Brochures should be packaged and delivered directly to the Lisle Park District, Recreation Center, 1925 Ohio Street, Lisle, IL 60532.

AGREEMENT BETWEEN THE LISLE PARK DISTRICT AND _____
FOR 50+ PRIME TIMES BROCHURE PRINTING SERVICES

THIS AGREEMENT ("Agreement") is made this ___ day of _____, 2019, between Lisle Park District, DuPage County, Illinois (the "District"), and _____, _____, _____, IL _____ (the "Printer").

WITNESSETH:

WHEREAS, the District requires printing services, as set forth in the documents that are deemed the "Contract Documents", as identified in Section 2 of this Agreement (the "Services"), for the District's 50+ Prime Times brochures (collectively, the "Brochures"); and

WHEREAS, the Printer 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 Brochures, and is willing and able to perform the required Services for the District; and

WHEREAS, the District has selected the Printer to perform the required Services for the District's Brochures.

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 Printer shall provide the Services according to the Printer's Bid Proposal Form and Bid Submittals, which Form and Submittals are attached to this Agreement and made a part hereof as **Exhibit A**.

Section 2: Contract Documents.

The following documents shall be deemed a part of this Agreement as though fully set forth herein:

1. Addenda, if any
2. Bidding Requirements
3. Bid Proposal Form and Submittals (**Exhibit A** attached hereto)
4. This Agreement between the Lisle Park District and _____ for 50+ Prime Times Brochure Printing Services
5. Certificate Of Compliance (720 ILCS 5/33e-1, et seq. And 65 ILCS 5/11-42.1-1), Prevailing Wage Affidavit
6. Specifications

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

Section 3: Notice to Proceed.

Upon the successful execution of this Agreement, the Printer shall prepare everything necessary to complete the Services.

Section 4: Time for Performance.

A. The Schedule for Services is attached hereto and made a part hereof as **Exhibit B** (the "Schedule"). The Printer shall be required to adhere to the Schedule. The Printer shall notify the Graphic & Web Design Specialist 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 PRINTER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.**

B. If the Printer 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 Printer's control, the sole remedy shall be an extension of time for completion, as determined by the District in writing after consultation with the Printer.

C. If the Services are delayed by any act or neglect of the Printer, or by any employee of the Printer, which results in the delay of the delivery of any Brochure to the Lisle Park District Recreation Center, 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 Printer for the current Services, not as a penalty but as liquidated damages sustained, and by execution of this Agreement, the Printer 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 Printer for Services rendered only in accordance with the provisions of this Agreement.

B. For Services performed, the District shall pay a not to exceed cost of \$_____/ \$_____ (approx. 28-32 pages, including cover pages) per _____ copies of the Brochures according to the Specifications included with the Contract Documents.

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

D. After the completion of Services for a Brochure, the Printer 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 shall state the body and cover stock, inks, and number and kinds of proofs supplied.

F. Upon receipt, review and approval of properly documented invoices, the District shall pay to the Printer the amounts invoiced in accordance with **Exhibit A**.

Section 6: Bonds, Insurance and Indemnification.

A. The Printer shall obtain and maintain throughout the term of this Agreement, at its sole expense, insurance coverage as specified in the Bidding Requirements that are part of the Contract Documents identified in Section 2 of this Agreement.

B. 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.

Section 7: Standard of Performance.

A. The Printer and its employees shall exercise reasonable skill, care and diligence in the performance of the Services required under this Agreement in accordance with customarily accepted good professional practice for their respective professions. 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 Printer shall be performed in a reasonably prompt manner. The Printer 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 its services hereunder to be timely and properly performed. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PRINTER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.**

C. If any errors, omissions or acts, intentional or negligent, are made by the Printer, in any phase of the Services, the correction of which requires additional Services, the Printer 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.

Section 8: Conflict of Interest.

The Printer 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 9: Confidentiality and Ownership of Documents.

A. The Printer agrees that all images and print data whether in electronic or paper format, which the Printer receives from the District or prepares for the District, are the property of the District. Except as otherwise required by law, including, but not limited to the Illinois Freedom of Information Act, the Printer shall maintain the confidentiality of all information that is designated by the District as confidential, and shall not disclose the content of its publication to any person other than its employees who require the information to perform their services under the agreement entered by the parties.

B. The documents and materials made or maintained by the Printer 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 Printer other than as provided for in this Agreement.

Section 10: Compliance with Laws.

A. The Printer shall comply with all applicable laws, regulations and rules promulgated by any Federal, State County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the Services. Included with the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

B. The Printer shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The Printer will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Printer agrees to post, in conspicuous places accessible to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this non-discrimination clause. The Printer will, in all solicitations or advertisements for employees placed by or on behalf of such Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

C. The Printer shall hold all licenses, permits or special licenses to perform 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 Printer is performing the Services.

Section 11: Modification or Amendment.

The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

Section 12: Term of this Agreement.

The initial term of this Agreement shall be for one (1) year, commencing on the date this Agreement has been executed by District and the Printer, and shall remain in full force and effect through midnight at the end of the one (1) year period. At the expiration of the one (1) year term, this Agreement may be extended for three (3) years, if, such extension is desired by the District and the Printer; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners.

In the event the District or the Printer are unable to extend the 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 13: Termination.

A. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon thirty (30) days written notice to the other party; provided that in the event of the Printer's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.

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

C. Upon any termination of this Agreement, 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. The District may arrange for completion of the Services by whatever method the District may deem expedient and, in such case, the Printer may not be entitled to receive any further payment, except as provided in Paragraph D of this Section.

D. Upon any termination of this Agreement, the District's liability to the Printer shall be limited to payment of the Printer's fees for Services which were satisfactorily performed, payment for any reimbursable expenses incurred, and payment for materials 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 Printer hereunder.

Section 14: Printer as Independent Contractor.

The relationship of the Printer 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 Printer provide services hereunder. The Printer warrants that all personnel provided by it with respect to the Services shall be employees of the Printer. At all times during the course of performing services hereunder, the Printer's employees shall be and remain employees of the Printer and not employees of the District. The Printer, 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 Printer 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 Printer's employees provided by it with respect to the Services. The Printer 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 Printer 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 Printer providing services pursuant to this Agreement.

Section 15: 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 Printer'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 16: Assignment.

Neither the District nor the Printer shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 17: 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 18: 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 19: Notices.

Any notice required under this Agreement shall be in writing, and shall be mailed, postage prepaid, to the following addresses and parties:

To the District:

Lisle Park District, Recreation Center
Attention: Samantha Sleezer
1925 Ohio Street
Lisle, IL 60532

To the Printer:

Attention: _____
_____, IL _____

Section 20: 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 21: 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 22: Third Party Beneficiaries.

Nothing contained in this Agreement shall create a contractual relationship between the District or the Printer and any third party; however, it is understood and agreed that the District is an intended

third-party beneficiary of all contracts between the Printer and any other party related to the services to be provided by the Printer hereunder.

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

LISLE PARK DISTRICT

By: _____
Dan Garvy
Director of Parks & Recreation

By: _____
One of its Principals
Print Name: _____

Attest: _____
Lisa Leone
Superintendent of Marketing
& Fund Development

Attest: _____
Its _____
Print Name: _____

Exhibit A
Bid Proposal Forms for Bid Submittals

Bidder's Submittal
Base Bid Worksheet – 50+ Prime Times Brochures

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

Base Bid:

The District publishes six (6) 50+ Prime Times brochures annually.

2020 – 2022 Issues	Artwork Provided By	Delivery Deadline – Received By or Before
January-February	6-7 Business Days Prior to Delivery Deadline	12pm noon Thursday prior to 1 st Monday of December
March-April		12pm noon Thursday prior to 1 st Monday of February
May-June		12pm noon Thursday prior to 1 st Monday of April
July-August		12pm noon Thursday prior to 1 st Monday of June
September-October		12pm noon Thursday prior to 1 st Monday of August
November-December		12pm noon Thursday prior to 1 st Monday of October

Base Bid: 50+ Prime Times Brochure Specifications

Bidder's bid submittal shall be based on a per issue cost, utilizing the following specifications for each edition of the 50+ Prime Times brochure. Bidder shall provide its quote on the Base Bid Worksheet for the 50+ Prime Times brochure and shall state cost per issue for each increment outlined. The price adjustment for additional and reduction of pages shall be provided. The District will consider a one (1) year contract renewable up to three (3) years, and the total price per issue produced between November 2019 and October 2022.

Quantity	1,200 copies per issue District reserves the right to change quantity based on market demographic and need
Finished Size	8.5" x 11"
Bleeds	Cover – Full bleed Body – Full bleed
Stock	70# dull text-weight
Inks	4 / 4 (Four Color Process) Soy ink
Pages	28-32 pages, including the cover pages District reserves the right to change page number based on content need
Bindery	Saddle Stitched
Artwork Submitted	Brochure will be produced in no longer than one (1) week from the date the artwork is provided to the delivery of the completed brochure. Artwork will be submitted to the printer in November, January, March, May, July, and September
Artwork	Designed in Adobe InDesign CC (Mac) and sent electronically
Proofs	Printer is to provide a soft copy proof in PDF format sent electronically. All changes sent to the printer during the proofing process will not incur additional charges.
Consultations	Bid submittal to include unlimited on-site and phone consultations with prepress staff.
Transportation of Brochures	Brochures should be packaged and delivered directly to the Lisle Park District, Recreation Center, 1925 Ohio Street, Lisle, IL 60532.

Bidder's Price Submittal:

	<u>28 pages</u>	<u>/</u>	<u>32 pages (including cover pages)</u>
Per issue @ 0-500 brochures printed	\$		\$
Per issue @ 500-1,000 brochures printed	\$		\$
Per issue @ 1,000-1,500 brochures printed	\$		\$
Per issue @ 1,500-2,000 brochures printed	\$		\$

Price increase for additional pages: \$ _____ /4 pages

Price decrease for reduction of pages: \$ _____ /4 pages

Note: All changes sent to the printer during the proofing process will not incur additional charges.

Bidder's Total Price per Brochure Issue (3 years):

The Lisle Park District will consider one (1) year contract renewable up to three (3) years. Please provide cost for each issue.

2020 - 2022 Issues	Cost per Brochure Issue
January-February 2020	\$
March-April 2020	\$
May-June 2020	\$
July-August 2020	\$
September-October 2020	\$
November-December 2020	\$
January-February 2021	\$ (not to exceed % increase)
March-April 2021	\$ (not to exceed % increase)
May-June 2021	\$ (not to exceed % increase)
July-August 2021	\$ (not to exceed % increase)
September-October 2021	\$ (not to exceed % increase)
November-December 2021	\$ (not to exceed % increase)
January-February 2022	\$ (not to exceed % increase)
March-April 2022	\$ (not to exceed % increase)
May-June 2022	\$ (not to exceed % increase)
July-August 2022	\$ (not to exceed % increase)
September-October 2022	\$ (not to exceed % increase)
November-December 2022	\$ (not to exceed % increase)

Bidder Samples

At least two (2) brochures printed by your company of similar style to the 50+ Prime Times brochure must accompany the bid. No bid will be considered without samples of workmanship.

BID PROPOSAL FORM

TO: Lisle Park District, Recreation Center
Attention: Samantha Sleezer
1925 Ohio Street
Lisle, IL 60532

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

FOR: Brochure Printing Services

1.01 IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SAID CONTRACT DOCUMENTS BEING: INSTRUCTIONS TO BIDDERS, THIS BID SUBMITTAL FORM, THE GENERAL CONDITIONS, THE SPECIFICATIONS, THE AGREEMENT BETWEEN OWNER AND CONTRACTOR, THE CERTIFICATE OF COMPLIANCE (720 ILCS 5/33E-1, ET SEQ. AND 65 ILCS 5/11-42.1-1), THE PREVAILING WAGE AFFIDAVIT, AND THE ADDENDA, IF ANY (NONE UNLESS INDICATED HERE) _____, ALL AS ISSUED BY THE LISLE 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 50+ PRIME TIMES BROCHURE PRINTING 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 this proposal include all taxes; costs of labor, materials, equipment, 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 this proposal.

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 _____, 2019

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: _____

Bidder's Reference List:

Please list the name, address, phone number and print job description for your three largest clients and include two brochures printed by your company of similar style to the District. No bid will be considered without samples of workmanship and references.

May the Lisle Park District contact these references? YES/NO

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

Exhibit B Schedule

50+ Prime Times Brochure Schedule 2020 - 2022

The District publishes six (6) 50+ Prime Times brochures annually.

2020 - 2022 Issues	Artwork Provided By	Delivery Deadline – Received By or Before
January-February 2020	6-7 Business Days Prior to Delivery Deadline	12pm noon Thursday prior to 1 st Monday of December 2019
March-April 2020		12pm noon Thursday prior to 1 st Monday of February 2020
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May-June 2022		12pm noon Thursday prior to 1 st Monday of April 2022
July-August 2022		12pm noon Thursday prior to 1 st Monday of June 2022
September-October 2022		12pm noon Thursday prior to 1 st Monday of August 2022
November-December 2022		12pm noon Thursday prior to 1 st Monday of October 2022