CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0601 **Innoprise Contract #:** C15-0002

Year: 2015-17 **Amount:** $60,000.00

Department: Recreation - Donna Rymut

Contract Type: Goods and Services

Contractors Name: John S. Swift Co. Inc

Contract Description: Recreation Program Guides 2015-17

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

December 10, 2014

Mr. Daniel Tringali
John S. Swift Co., Inc.
999 Commerce Court
Buffalo Grove, Illinois 60089

RE: ***NOTICE TO PROCEED***
Recreation Program Guides 2015-2017

Dear Mr. Tringali:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact Donna Rymut at 708-403-6138 regarding the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed/emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462, or accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated November 20, 2014. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Nancy Flores
Donna Rymut

RECEIVED
DEC - 2 2014
FINANCE DEPARTMENT

VILLAGE OF ORLAND PARK
Recreation Program Guides 2015-2017
(Contract for Purchase of Goods and Services)

This Contract is made this **20th day of November, 2014** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and John S. Swift Co., Inc. (hereinafter referred to as the "VENDOR").

WITNESSETH

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

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

The Contract
The Terms and Conditions pertaining to the Contract
The Request for Proposals issued September 10, 2014
The Proposal dated September 29, 2014, as it is responsive to the VILLAGE's RFP requirements
All Certifications required by the VILLAGE
Certificates of Insurance

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

The VENDOR agrees to provide printing, saddle stitching, skid stack and delivery of the Village of Orland Park Recreation and Parks Program Guides for three (3) seasonal guides per year (Summer, Fall, and Winter/Spring) according to specifications. The quantity printed is approximately 26,000 guides, three times annually for an estimated total of 78,000 guides. The completed saddle stitched guide trim size is 8.125" x 10.625". Corrections and/or changes made prior to final proof shall be free of charge. Corrections and/or changes made after final proof has been presented for approval will be made at the Village's expense, unless it is an error made by VENDOR

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements.

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

Program guide information is formatted with InDesign and VENDOR shall receive guide information thru file transfer protocol (FTP). A proof copy in book form shall be delivered from VENDOR to the Recreation Administration Office, located at 14600 Ravinia Avenue, Orland Park, Illinois, 60462. VENDOR shall guarantee compliance with time schedule, specifically the number of days from receiving the FTP files, to the delivery of the printed guides in accordance with schedule stated below. The printed guides are to be transported in one delivery with a specified number of printed guides delivered to 22nd Century Media distribution office located at 8 Dearborn Square, Kankakee, Illinois, 60901 and the remaining copies to the Recreation and Parks Department, 14600 Ravinia Avenue, Orland Park, Illinois.

SCHEDULE (Year one)	Summer 2015	Fall 2015	Winter/Spring 2016
Proof and File sent to VENDOR	03/17/15	07/14/15	10/28/15
1st proof delivered to Recreation Administration Office by VENDOR	03/20/15	07/17/15	11/03/15
Final Proof/changes back to VENDOR(with Notice to Proceed for printing authorized by Recreation Administration Office)	03/23/15	07/20/15	11/04/15
Guides delivered to Orland Park Prairie distribution center and Orland Park Recreation Department Office by VENDOR	04/09/15	07/31/15	11/19/15

* dates are similar, but adjusted accordingly for years 2016 and 2017

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

TOTAL COST: an amount not to exceed quoted amounts based on the proposed option selected for that year (see proposal)

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence January 1, 2015 and continue expeditiously for one year from that date or until final completion of the Winter/Spring 2016 program guide, with automatic renewal for up to two (2) additional one-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to renew the contract.. This Contract shall terminate upon completion of the WORK or December 31, 2017, whichever occurs first, but may

be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby

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

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

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

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the VENDOR:
Daniel Tringali, Sales Manager
John S. Swift Co., Inc.
999 Commerce Court
Buffalo Grove, Illinois 60089
Telephone: 815-919-6625
Facsimile: 847-465-3309
e-mail: dtringali@johnswiftprint.com

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

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

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all

contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: ~~THE~~ VILLAGE

By: _____

Print Name: Paul G. Grimes

Its: Village Manager

Date: 12/5/14

FOR: THE VENDOR

By: _____

Print Name: Daniel Tringali

Its: Sales Manager

Date: 11/21/14

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

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

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees

and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

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

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

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

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

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

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

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

JOHN S. SWIFT CO., INC.
Lithographers
999 COMMERCE COURT • BUFFALO GROVE • IL 60089-2375
PHONE 847.465.3300 • FAX: 847.465.3341
WEB: www.johnswiftprint.com

October 1st, 2014

Technical Proposal

By way of this letter please let me introduce myself. My name is Daniel Tringali and I am the Regional Sales Manager for the John S. Swift Co., Inc. We have been a leader in the print industry for over 100 years, with over 600 customers. We are headquartered in Buffalo Grove, IL. We also have production plants in Ohio and New Jersey. Our multiple locations give us a great advantage over competition to effectively deliver quality pieces on time.

We partner with many local Park Districts throughout the state of Illinois. We currently provide print services for fifteen Park Districts with a wide variety of productions, including, but not limited to seasonal brochures, newsletters, posters, postcards, and flyers.

Within the past five years we have added a full web press division to our production arsenal. Adding this division to our high end bindery and sheetfed presses has allowed us produce high quality, on-time products while keeping our prices competitive. We pride ourselves in our ability to produce everything in house, and all under one roof.

After working with many Park Districts over the years I have a great understanding of what the park district needs to accomplish with these brochures and feel that I can be a great asset to your organization, if given the opportunity. I have included some recently produced as well as a reference page. Also please use the West Chicago Park District Summer 2014 as your sample guide, this book has the same body pages as you requested in your proposal.

I am here to help anyway possible. Please feel free to contact me if any questions should arise. My direct number is (815) 919-6625.

Best Regards,

Daniel Tringali

PROPOSAL SUMMARY SHEET

Recreation Program Guides 2015-2017
Project Name

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

Organization Name: John S. Swift Co., Inc.

Street Address: 999 Commerce Court

City, State, Zip: Buffalo Grove, IL, 60089

Contact Name: Daniel Tringali

Phone: (815) 919-6625 Fax: (847) 465-3309

E-Mail address: Dtringali@Johnswiftprint.com

FEIN#: 36-4024144

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

Signature of Authorized Signee:

Title: Sales Manager

Date: 9/29/14

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

PRICE PROPOSAL

YEAR 1
(Summer 2015 thru Winter/Spring 2016)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 26,000 copies to be printed. Please list prices based on the stated specifications for **26,000 "per edition" copies** of the guide unless otherwise stated.

- **Finished book size will be 8.125" x 10.625" with saddle stitch bindery.**

OPTION 1

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 65# bright white uncoated cover stock (or comparable)
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **80-page body plus cover:** $ 13,706.00 **Price of each additional 1,000 guides:** $ 475.00
  - **88-page body plus cover:** $ 14,547.00 **Price of each additional 1,000 guides:** $ 504.00
  - **96-page body plus cover:** $ 15,400.00 **Price of each additional 1,000 guides:** $ 533.00

OPTION 2

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 80# Dull cover (or matte cover)—coated stock
  - **Color:** 4/4
- **4-PG INSERT – Folded Size: 8.125" x 10.625"**
  - **Stock:** 80# dull text (or matte text)—coated stock
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **76-page body with 4-page insert plus cover:** $ 14,504.00
    - **Price of each additional 1,000 guides:** $ 502.00
  - **84-page body with 4-page insert plus cover:** $ 15,345.00
    - **Price of each additional 1,000 guides:** $ 531.00
  - **92-page body with 4-page insert plus cover:** $ 16,198.00
    - **Price of each additional 1,000 guides:** $ 561.00

OPTION 3

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 80# Dull cover (or matte cover)—coated stock
  - **Color:** 4/4
- **8-PG INSERT – Folded Size: 8.125" x 10.625"**
  - **Stock:** 80# dull text (or matte text)—coated stock
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **72-page body with 8-page insert plus cover:** $ 14,881.00
    - **Price of each additional 1,000 guides:** $ 515.00
  - **80-page body with 8-page insert plus cover:** $ 15,731.00
    - **Price of each additional 1,000 guides:** $ 545.00
  - **88-page body with 8-page insert plus cover:** $ 16,572.00
    - **Price of each additional 1,000 guides:** $ 574.00

YEAR 2
(Summer 2016 thru Winter/Spring 2017)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 26,000 copies to be printed. Please list prices based on the stated specifications for **26,000 "per edition" copies** of the guide unless otherwise stated.

- **Finished book size will be 8.125" x 10.625" with saddle stitch bindery.**

OPTION 1

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 65# bright white uncoated cover stock (or comparable)
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **80-page body plus cover:** $ 13,843.00 **Price of each additional 1,000 guides:** $ 479.00
  - **88-page body plus cover:** $ 14,692.00 **Price of each additional 1,000 guides:** $ 509.00
  - **96-page body plus cover:** $ 15,554.00 **Price of each additional 1,000 guides:** $ 538.00

OPTION 2

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 80# Dull cover (or matte cover)—coated stock
  - **Color:** 4/4
- **4-PG INSERT – Folded Size: 8.125" x 10.625"**
  - **Stock:** 80# dull text (or matte text)—coated stock
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **76-page body with 4-page insert plus cover:** $ 14,649.00
    - **Price of each additional 1,000 guides:** $ 507.00
  - **84-page body with 4-page insert plus cover:** $ 15,499.00
    - **Price of each additional 1,000 guides:** $ 536.00
  - **92-page body with 4-page insert plus cover:** $ 16,360.00
    - **Price of each additional 1,000 guides:** $ 566.00

OPTION 3

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 80# Dull cover (or matte cover)—coated stock
  - **Color:** 4/4
- **8-PG INSERT – Folded Size: 8.125" x 10.625"**
  - **Stock:** 80# dull text (or matte text)—coated stock
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **72-page body with 8-page insert plus cover:** $ 15,030.00
    - **Price of each additional 1,000 guides:** $ 520.00
  - **80-page body with 8-page insert plus cover:** $ 15,888.00
    - **Price of each additional 1,000 guides:** $ 550.00
  - **88-page body with 8-page insert plus cover:** $ 16,738.00
    - **Price of each additional 1,000 guides:** $ 579.00

YEAR 3
(Summer 2017 thru Winter/Spring 2018)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 26,000 copies to be printed. Please list prices based on the stated specifications for **26,000 "per edition" copies** of the guide unless otherwise stated.

- **Finished book size will be 8.125" x 10.625" with saddle stitch bindery.**

OPTION 1

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 65# bright white uncoated cover stock (or comparable)
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **80-page body plus cover:** $ 13,981.00 **Price of each additional 1,000 guides:** $ 484.00
  - **88-page body plus cover:** $ 14,939.00 **Price of each additional 1,000 guides:** $ 514.00
  - **96-page body plus cover:** $ 15,710.00 **Price of each additional 1,000 guides:** $ 544.00

OPTION 2

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 80# Dull cover (or matte cover)—coated stock
  - **Color:** 4/4
- **4-PG INSERT – Folded Size: 8.125" x 10.625"**
  - **Stock:** 80# dull text (or matte text)—coated stock
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **76-page body with 4-page insert plus cover:** $ 14,795.00
    - **Price of each additional 1,000 guides:** $ 512.00
  - **84-page body with 4-page insert plus cover:** $ 15,654.00
    - **Price of each additional 1,000 guides:** $ 542.00
  - **92-page body with 4-page insert plus cover:** $ 16,524.00
    - **Price of each additional 1,000 guides:** $ 572.00

OPTION 3

- **COVER**— 6-page gatefold cover (back gate)
  - **Stock:** 80# Dull cover (or matte cover)—coated stock
  - **Color:** 4/4
- **8-PG INSERT – Folded Size: 8.125" x 10.625"**
  - **Stock:** 80# dull text (or matte text)—coated stock
  - **Color:** 4/4
- **BODY**
  - **Stock:** 50# white offset/92-bright minimum
  - **Color:** 4/4
  - **72-page body with 8-page insert plus cover:** $ 15,180.00
    - **Price of each additional 1,000 guides:** $ 525.00
  - **80-page body with 8-page insert plus cover:** $ 16,047.00
    - **Price of each additional 1,000 guides:** $ 555.00
  - **88-page body with 8-page insert plus cover:** $ 16,905.00
    - **Price of each additional 1,000 guides:** $ 585.00

BUSINESS ORGANIZATION

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

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

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

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

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

John S. Swift Co., Inc. (Corporate Seal)
Business Name

Signature

Daniel Tringali
Print or Type Name

Sales Manager
Title

9/24/14
Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED

I, Deane Frasier, being first duly sworn certify and say that I am

Partner / Vice President of operations

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

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

Deane M Frasier

Signature of Person Making Certification

Subscribed and Sworn to
Before Me This 29 Day
of September, 2014

OFFICIAL SEAL
GALINA GUSAREVA
Notary Public - State of Illinois
My Commission Expires Mar 20, 2016

Galina Gusareva

Notary Public

SEXUAL HARASSMENT POLICY

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

> "Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

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

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

Daniel Tringali, having submitted a bid/proposal for

John S. Swift Co., Inc. for **Recreation Program Guides** to the

(Name of Contractor)

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

By: _____
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 29 Day
of September, 2014

OFFICIAL SEAL
GALINA GUSAREVA
Notary Public - State of Illinois
My Commission Expires Mar 20, 2016

_____
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

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

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

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

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: 9/30/14

Subscribed and Sworn To
Before Me This 30 Day
of September, 2014.

"OFFICIAL SEAL"
Stephen W. Beatty Jr.
Notary Public, State of Illinois
My Commission Expires 01-09-2017

_____
Notary Public

TAX CERTIFICATION

I, Deane Frasier, having been first duly sworn depose and state as follows:

I, Daniel Tringali, am the duly authorized agent for John S. Swift Co., Inc., which has submitted a proposal to the Village of Orland Park for Recreation Program Guides and I hereby certify (Name of Project) that John S. Swift Co., Inc. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Deane M Frasier

Title: VP Operations

Subscribed and Sworn To Before Me This 29 Day of September, 2014

OFFICIAL SEAL
GALINA GUSAREVA
Notary Public - State of Illinois
My Commission Expires Mar 20, 2016

Galina Gusareva
Notary Public

REFERENCES

Provide three (3) references with whom you have performed similar work as outlined in this RFP. Include sample materials your company has printed for each of these references.

ORGANIZATION	Sycamore Park District
ADDRESS	138 Fair St.
CITY, STATE, ZIP	Sycamore, IL, 60178
PHONE NUMBER	(815) 739-8780
CONTACT PERSON	Bart Desch
DATE OF PROJECT	Been printing since 2011

ORGANIZATION	St. Charles Park District
ADDRESS	101 S. 2nd St.
CITY, STATE, ZIP	St. Charles, IL, 60174
PHONE NUMBER	(630) 513-4319
CONTACT PERSON	Ericka Young
DATE OF PROJECT	Been printing since 2010

ORGANIZATION	West Chicago Park District
ADDRESS	201 W. National St
CITY, STATE, ZIP	West Chicago, IL, 60185
PHONE NUMBER	(630) 231-9474
CONTACT PERSON	Lily Medina
DATE OF PROJECT	Been printing since 2012

Proposer's Name & Title: Daniel Tringali – Sales Manager

Signature and Date: 9/24/14

INSURANCE REQUIREMENTS

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

WORKMEN'S COMPENSATION
$500,000 – Each Accident
$500,000 – Policy Limit
$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY, BODILY INJURY AND PROPERTY DAMAGE
$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Oland Park

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence
$2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland park

EXCESS LIABILITY (Umbrella – Follow Form Policy)
$2,000,000 – Each Occurrence
$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

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

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

ACCEPTED & AGREED THIS 29th DAY OF September, 2014

Signature

Daniel Trignali / Sales Manager
Printed Name & Title

Authorized to execute agreements for:
John S. Swift Co., Inc
Name of Company

SWIFT-1 OP ID: WW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wenk Insurance Agencies, Inc. Port Clinton Square 600 Central Avenue, Suite 315 Highland Park, IL 60035 Wesley I. Wenk	CONTACT NAME: Wesley I. Wenk PHONE (A/C, No, Ext): 847-433-8370 FAX (A/C, No): 847-433-1345 E-MAIL ADDRESS:
INSURED John S. Swift Co., Inc. Des Plaines Printing LLC Mr. John Swift/Jerry Sliwa 999 Commerce Court Buffalo Grove, IL 60089	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Hartford INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		83UUNVO8554	08/15/2014	08/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		83UUNVO8554	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		83XHUVO9832	08/15/2014	08/15/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	83WEBE4431	08/15/2014	08/15/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Orland Park, & their respective officers, trustees, directors, employees and agents are additional insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Insurer will also provide the Village with 30 days notice of any change in, or cancellation of required policies.

CERTIFICATE HOLDER

ORLNDPK

Village of Orland Park
Denise Domalewski, Contract Ad
14700 S. Ravinia Ave.
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Wesley I. Wenk

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