Clerk's Contract and Agreement Cover Page

Year:

2009

Legistar File ID#: 2008-0782

Multi Year:

V

Amount

\$101,132.00

Contract Type:

Goods Services

Contractor's Name:

Hagg Press, Inc.

Contractor's AKA:

Execution Date:

10/5/2009

Termination Date:

12/31/2011

Renewal Date:

Department:

Media & Special Events

Originating Person:

Margie Owens-Klotz

Contract Description:

Orland Park Public Newsletter 2010-2011 2010 - \$8421 per issue + \$533/1000 extra 2011 - \$8842 per issue + \$560/1000 extra



MAYOR Daniel J. McLaughlin

VILLAGE CLERK

David P. Maher

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100

October 20, 2009



TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

VILLAGE HALL

Mr. Ed Hannay Hagg Press, Inc. 1165 Jansen Farm Ct.

Elgin, IL 60123

RE: NOTICE TO PROCEED

ORLAND PARK PUBLIC NEWSLETTER 2010-2011

Dear Mr. Hannay:

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

The contact for the Newsletter is Margie Owens-Klotz at (708) 403-6277.

Please send all invoices to The Village of Orland Park Accounts Payable, attn: Barb O'Brien, 14700 S. Ravinia Ave., Orland Park, IL 60462.

For your records, I have enclosed one (1) original executed contract dated October 5, 2009 in an amount not to exceed Eight Thousand Four Hundred Twenty-One and No/100 (\$8,421.00) Dollars per issue plus Five Hundred Thirty-Three and No/100 (\$533.00) Dollars for each additional 1,000 newsletters as ordered by the Village for 2010 and Eight Thousand Eight Hundred Forty-Two and No/100 (\$8,842.00) Dollars per issue plus Five Hundred Sixty and No/100 (\$560.00) Dollars for each additional 1,000 newsletters as ordered by the Village for 2011. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

Margie Owens-Klotz

cc:

MAYOR Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

October 5, 2009

Mr. Ed Hannay Hagg Press, Inc. 1165 Jansen Farm Court Elgin, Illinois 60123 RECEIVED

OCT 1 4 2009

FINANCE DEPARTMENT

NOTICE OF AWARD - Orland Park Public Newsletter 2010-2011

Dear Mr. Hannay:

This notification is to inform you that on December 15, 2008, the Village of Orland Park Board of Trustees approved awarding Hagg Press, Inc. the contract in accordance with the bid you submitted dated December 3, 2008, for the Orland Park Public Newsletter for an amount not to exceed the per issue rate as stated in the bid proposal. Apparently there was an oversight with the contract for 2009 as it was never written. We would like to formally execute the contract for 2010 and 2011 with the following modification to the original bid requirement. The Village desires to contractually obligate itself to two (2) issues per year with the option for up to two (2) additional issues per year. The rate per issue remains the same as stated in the proposal for 27,500 copies per issue.

If you are in agreement with this modification, please comply with the following within ten business days of the date of this Notice of Award, which is by October 19, 2009.

- 1. I am enclosing the Contract for the Orland Park Public Newsletter 2010-2011. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- 2. Please <u>submit a Certificate of Insurance</u> from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum <u>and endorsements</u> for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

Margie Owens-Klotz

CC:

VILLAGE OF ORLAND PARK Orland Park Public Newsletter (Contract for Services)

This Contract is made this 5th day of October, 2009 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Hagg Press, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid Proposal dated December 3, 2008 as it is responsive to the VILLAGE'S bid requirements

All Certifications required by the Village

Certificates of insurance

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

Printing, binding and delivery of the Orland Park Public Newsletter twice per year, with the option for up to 2 more issues per year

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services:

Calendar year 2010: Eight Thousand Four Hundred Twenty-One and No/100 (\$8,421.00) Dollars per issue for 27,500 copies plus Five Hundred Thirty-Three and No/100 (\$533.00) Dollars per 1000 additional copies

Calendar year 2011: Eight Thousand Eight Hundred Forty-Two and No/100 (\$8,842.00) Dollars per issue for 27,500 copies plus Five Hundred Sixty and No/100 (\$560.00) Dollars per 1000 additional copies SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract and WORK shall commence on the date of its execution. The WORK shall continue expeditiously through December 31, 2011. This Contract shall terminate upon completion of the WORK December 31, 2011, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The

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

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

<u>SECTION 7: NOTICE:</u> Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
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 CONTRACTOR: Ed Hannay

Government Sales Administrator

Hagg Press, Inc.

1165 Jansen Farm Court Elgin, Illinois 60123 Telephone: 847-695-1820

Facsimile: 847-695-9541

e-mail: ehannay@haggpress.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.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

<u>SECTION 12: MODIFICATION:</u> This Contract may be modified only by a written amendment signed by both PARTIES.

<u>SECTION 13: COUNTERPARTS</u> 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 YILLAGE	FOR: THE CONTRACTOR
Ву:	By: Cal Harmay
Print Name: Proc G. Gernes	Print Name: Ed HANNAY.
Its: Village Manager	Its: Sain Hagy Sales Admi
Date: /0/19/09	Date: 007 5 2009

BIDDER SUMMARY SHEET

Orland Park Public Newsletter (Project Name)

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

Firm Name: HAZZ Press, INC
Address: 1165 JANSEN FARM OT
City, State, Zip Code: Egin IL 60/23
Contact Person: Ed Hannay
FEIN#: 36-2907156
Phone: $(^{54}7)$ $695-1520$ Fax: $(^{54}7)$ $695-9541$
E-mail Address: EHANNAY (a) hAzzpeess. Com
Signature of Authorized Signee: (a) Hannay
Title: Covernment Sales Admin 15 MATER Date: 12/3/08
TOTAL BID PRICE (27,500 newsletters per quarter for a total of 110,000 newsletters annually & per 1,000 additional copies):
Annual Price Per additional 1,000 copies
2009 \$ <u>32,080.00</u> \$ <u>508.00</u>
2010 \$ <u>33,684.00</u> \$ <u>533.00</u>
2011 \$ 35, 368. ⁵⁰ \$ 560. ⁵⁰
TOTAL \$ /01/32@

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

BUSINESS ORGANIZATION:

Sole Proprietor: An individual whose signature is affixed to this bid.					
Partnership: Attach sheet and s responsible principals and/or partners. Propartnership agreement.	state full names, titles and address of all vide percent of ownership and a copy of				
Corporation: State of incorporation: Provide a disclosure of all officers and principle incorporation and indicate if the corporation is	pals by name and business address, date of				
In submitting this bid, it is understood that the reject any or all bids, to accept an alternate bid	e Village of Orland Park reserves the right to d, and to waive any informalities in any bid.				
In compliance with your Invitation to Bid, undersigned offers and agrees, if this bid is ac	and subject to all conditions thereof, the cepted, to furnish the services as outlined.				
HAgo Press INC Business Name	(Corporate Seal)				
Signature Song	Print or type name				
Secretary	12/3/08 Date				

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT:	THIS CERTIFICATIO	N MUST BE EXECUT	TED.	
I,	eson HAgs and o say	that	, being first	duly sworn
	President	topski ga (i) ins		
1/ 0	(insert "sole owner," "	partner," "president,"	or other proper	title)
of HASS Press	S, INC		1	the Prime
contracting with an Section 33E-3, or	ing this proposal, and by unit of state or loca 33E-4 of the Illinois C ting" of any state or of	ll government as a re Criminal Code, or of a	sult of a violat	ion of either
	R	en llag		Constant
	Sign	ature of Person/Makir	ng Certification	
Subscribed and Sw Before Me This 30 of Decomber	O Day			
Sul B. G. Notary Public	Demo NOTAR	OFFICIAL SEAL SUE B YOUNCE BY PUBLIC - STATE OF ILLINOIS		

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 <u>written</u> 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 contractor'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 municip	oal
corporation is a party."	
I, Ed Harmy, having submitted a bid for Has Press, Inc. (Name of Contractor) for Newsletter Press, Colone Dark bereby portifies that sa	
(Name of Contractor) for Newsly the Printing (General	
Description of Work Bid on) to the Village of Orland Park, hereby certifies that sa contractor has a written sexual harassment policy in place in full compliance with 5/2-105 (A) (4).	iid 775 ILCS
By: Authorized Agent of Contractor	

Subscribed and sworn to before me this 30 day of 000000, 2008.

Notary Public Suo B. yource

OFFICIAL SEAL SUE B YOUNCE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES/08/14/11

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 Contractor'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

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TAX CERTIFICATION

I, <u>Ed Hanny</u> state as follows:	, having been first duly sworn depose and
1, Ed HAMAY	, am the duly authorized
agent for HASS Press, Inc	, which has
submitted a bid to the Village of Orland	Park for
Newsletter Printing (Name of Pr	and I hereby certify
that Hags Press, Iwa	is not
delinquent in the payment of any Revenue, or if it is:	tax administered by the Illinois Department of
a. it is contesting its liability for the procedures established by the a	
b. it has entered into an agreeme of all taxes due and is currently in	
Ву:	Ed Hannay
Title:	Covernment Soles Administration
Subscribed and Sworn to Before me this 300 Day of 000, 2006	The stade of the second
Sue B. Houme	

OFFICIAL SEAL
SUE B YOUNCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/14/11

TALE STANDS FOR SELECTION OF STORY

REFERENCES

(Please type)	
ORGANIZATION _	
ADDRESS _	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	1 Lacked
ORGANIZATION _	Att .
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER _	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION _	
CITY, STATE, ZIP	
CONTACT PERSON	<u> </u>
DATE OF PROJECT	3 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Bidder's Name:	A Restriction
Signature & Date:	

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$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

\$1,000,000 - Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 - Each Occurrence \$2,000,000 - General Aggregate Limit \$1,000,000 - Personal & Advertising Injury \$2,000,000 - Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 - Each Occurrence \$2,000,000 - Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, 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 bidder 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 bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 34	DAY OF December, 2008
El Hunay	,
Signature ED HAWAY Covi Sala.	Authorized to execute agreements for:
Printed Name & Title	Name of Company



Hagg Press Inc. 1165 Jansen Farm Court Elgin, Illinois 60123-9494 Phone: 847.695.1820 Fax: 847.695.9541 e-mail (pc): info@haggpress.com e-mail (mac): prepress@haggpress.com website: http://www.haggpress.com

Municipalities References

Chris Split Grayslake Community Park District 151 Hawley Grayslake, IL 60137 (847) 233-7529

Nicole Castagna Homewood Flossmoor Park District 3301 Flossmoor Road Flossmoor, IL 60422 (708) 957-0300

Paula Kurland Golf Main Park District 8800 Kathy Lane Niles, IL 60174 (847) 865-8200

Pam Bryant Libertyville Park District 0N020 County Farm Road Libertyville, IL 60048 (847) 918-7275

Valerie Lorimer Wheaton Park District 1000 Manchester Wheaton, IL 60187 (630) 653-5429 Nancy Woods North Berwyn Park District 1618 South Wesley Berwyn, IL 60402 (708) 740-7400

Carol Kania Downers Grove Public Library 1050 Curtiss Downers Grove, IL 60515 (630) 960-1200

Diane Stanke
Park District of Oak Park
218 Madison
Oak Park, IL 60302
(708) 725-2202

Tom Bower Winfield Park District 625 Winchester Road Winfield, IL 60190 (630) 653-3811

Maria Arza Mundelein Park District 100 North Seymour Avenue Mundelein, IL 60060 (847) 566-0650 Monica Slonski Norridge Park District 4361 North Overhill Norridge, IL 60656 (708) 457-1244

Karen Kiester River Trails Park District 401 East Camp McDonald Road Prospect Heights, IL 60070 (847) 255-1200

Debbie Knight Dundee Township Park District 21 North Washington Street Carpentersville, IL 60110 (847) 551-4300

Cathy Miller Mt. Prospect Park District 1000 West Central Road Mt. Prospect, IL 60056 (847) 255-5380

Margie Owen Village of Orland Park 14650 South Ravinia Avenue Orland Park, IL 60462 (708) 403-6277



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue Orland Park, IL 60462 www.orland-park.il.us

Master

File Number: 2008-0782

File ID: 2008-0782

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

Department: Village Manager

Cost:

File Created Date: 12/11/2008

Agenda Entry: Orland Park Public - Village Newsletter Bid Award

Final Action: 12/15/2008

Title: Orland Park Public - Village Newsletter Bid Award

Notes:

Code Sections:

Agenda Date: 12/15/2008

Indexes:

Agenda Number:

Sponsors:

Res/Ord Date:

Attachments:

Res/Ord Number:

Drafter:

Hearing Date:

Department manager@orland-park.il.us

Contact:

Effective Date:

History of Legislative File

Ver- Acting Body:

Date:

Sent To:

Due Date:

Return Result:

Dafe.

0 Village Manager

12/11/2008 INTRODUCED TO

Action:

Board of Trustees

BOARD

Action Text:

INTRODUCED TO BOARD to the Board of Trustees

0 Board of Trustees

12/15/2008 APPROVED

Pass

Action Text:

A motion was made by Trustee Edward Schussler, seconded by Trustee Kathleen Fenton, that this matter be

APPROVED. The motion CARRIED by the following vote:

Notes:

Invitation to bid was publicly advertised in the SouthtownStar Newspaper on November 20, 2008 and the bids were opened on December 8, 2008. Ten area printers on the Village's interested bidders list were invited to submit bids for the printing, binding and delivery of the village-wide newsletter, the "Orland Park Public."

Two bids were received. These include Hagg Press in Elgin (the most recent printer of the "Orland Park Public") and Phillips Brothers Printers in Springfield, IL.

Each printer was requested to submit bids for the next three years based on printing 27,500 newsletters per quarter beginning with the April, 2009 newsletter. The results were as follows:

Aye: 7

Trustee Murphy, Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee

Schussler, Trustee Gira, and Village President McLaughlin

Nay: 0

Text of Legislative File 2008-0782

Title/Name/Summary

Orland Park Public - Village Newsletter Bid Award History

The invitation to bid was publicly advertised in the SouthtownStar Newspaper on November 20, 2008 and the bids were opened on December 8, 2008. Ten area printers on the village's interested bidders list were invited to submit bids for the printing, binding and delivery of the village-wide newsletter, the "Orland Park Public."

Two bids were received. These include Hagg Press in Elgin (the most recent printer of the "Orland Park Public") and Phillips Brothers Printers in Springfield, IL.

Each printer was asked to submit bids for the next **three years** based on printing 27,500 newsletters per quarter beginning with the April, 2009 newsletter. The results were as follows:

Hagg Press, Inc.

\$101,132.00 (for three years)

Elgin, Illinois Price reflects an 8.5" x 11" finished trim size. \$32,080.00

(508.00 per additional 1000 copies)

\$33,684.00

(533.00 per additional 1000 copies)

\$35,368.00

(\$560.00 per additional 1000 copies)

Mignone Communications, Inc dba Phillips Brothers Printers \$101,037.00 (for three years)

Springfield, Illinois
Price reflects a finished trim size of 8-3/8" x 10-7/8" finished trim size.
\$32,904.00

(\$175.32 per additional 1000 copies)

\$33,563.00 (\$178.83 per additional 1000 copies)

\$34,570.00

(\$184.20 per additional 1000 copies)

The contract will be at the prices stated above for each of the three years, unless 30 days written notice is given prior to the annual anniversary date of the executed contract.

While the three year bid from Mignone Communications, Inc. is \$95.00 lower than Hagg Press for the three year cost, this bid did not conform to the bid specifications as Mignone's cost is for a final trim size of 8-3/8 inches by 10-7/8 inches, not the 8.5 x 11 required in the bid specifications. If the Village were willing to accept alternate sizes or other alternaes (such as paper type), we would have had to specify that in the bid document.

The Village has had good experiences working with Hagg as they are the Village's current vendor. Recommended Action/Motion

I move to approve rejecting the bid by Mignone Publications due to noncompliance with the bid specs;

and

To accept the bid submitted by Hagg Press for the printing, binding and delivery of the quarterly village newsletter, the "Orland Park Public," awarding Hagg Press the three year contract totaling \$101,132.00 plus the cost of each additional 1,000 newsletters as stated;

and

To authorize the Village Manager to execute the contract with Hagg Press.

	AC	O	CERTIFIC	ATE OF LIABILI	TY INSU	RANCE	CSR RM HAGGP-1	DATE (MM/DD/YYY) 10/09/09	
Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105					ONLY AND HOLDER, T	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Vernon Hills IL 60061 Phone: 847-367-2633 Fax: 847-367-2636				47-367-2636	INSURERS A	INSURERS AFFORDING COVERAGE			
INSL	RED			*	INSURER A:	Zurich-Amer	ican	16535	
					INSURER B:				
			Hagg Press, Inc. 1165 Jansen Farm C		INSURER C.				
		8	1165 Jansen Farm C Elgin IL 60123	court	INSURER D				
	'2 ma pa. 2	-			INSURER E*				
Tr AN M	Y REC Y PER LICIE:	ICIES DUIREI RTAIN, S. AGO	OF INSURANCE LISTED BELOW HAVE VENT, TERM OR CONDITION OF ANY C	BEEN ISSUED TO THE INSURED NAMED AS CONTRACT OR OTHER DOCUMENT WITH RES POLICIES DESCRIBED MEREIN 15 SUBJECT BEIN REDUCED BY PAID CLAIMS.	PECT TO WHICH THIS TO ALL THE TERMS. E	CERTIFICATE MAY BE I KCLUSIONS AND COND	SGUED OR		
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Additional Insured on General Liablity: Village of Orland Park Waiver of subrogation applies to GL & WC favor Village of Orland Park									
CERTIFICATE HOLDER CANCELLATION									
					CHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION				
ATTITO-T				DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN					
					NOTICE TO THE	NOTICE TO THE CERTIFICATE MOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
VILLAGE OF ORLAND PARK			IMPOSE NO OBLI	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR					
14700 S. RAVINIA AVE				REPRESENTATIVES.					
ORTAND PARK IT, 60462			AUTHORIZED REPRESENTATIVE						

ORLAND PARK IL

ACORD 25 (2001/08)

Mary Bowman