Clerk's Contract and Agreement Cover Page

Year:

2011

Legistar File ID#: 2011-0313

Multi Year:

 \checkmark

Amount

\$62,000.00

Contract Type:

Services

Contractor's Name:

Mignone Communications, Inc.

Contractor's AKA:

Execution Date:

6/27/2011

Termination Date:

7/31/2014

Renewal Date:

Department:

Recreation

Originating Person:

Nancy Flores/Donna Rymut

Contract Description:

Recreation Program Brochures

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

July 18, 2011

Mr. Corey Sellers Mignone Communications, Inc. 880 East State Street Huntington, IN 46750

RE:

NOTICE TO PROCEED

Recreation Program Brochures

Dear Mr. Sellers:

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 as of July 1, 2011.

Please contact Donna Rymut at 708-403-6138 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed 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. 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 June 27, 2011 for contract unit pricing not to exceed Board approved budgeted dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

Encl:

cc:

Donna Rymut Nancy Flores

VILLAGE OF ORLAND PARK

Recreation Program Brochures (Contract for Purchase of Goods and Services)

This Contract is made this 27th day of June, 2011 by and between <u>The Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>Mignone Communications, Inc.</u> (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 April 14, 2011

The Proposal dated April 28, 2011, 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, binding, carrier route sorting and delivery of the Village of Orland Park Recreation and Parks Program Brochures for three (3) seasonal brochures per year according to specifications. The quantity printed is approximately 28,000 brochures, three times annually for an estimated total of 84,000 brochures, beginning with the Winter 2012 brochure. The brochure option selected for each year will be based on a combination of total dollars budgeted and the proposed cost per option for that specific year

(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:

VENDOR shall receive brochure information thru file transfer protocol (FTP), and drop off brochure information at the Recreation and Parks Department, 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 brochures in accordance with schedule stated below. The printed brochures are to be transported in one delivery with a specified number of printed brochures delivered to 22nd Century Media located at 8 Dearborn Square, Kankakee, IL, and the remaining copies to the Recreation and Parks Department, 14600 Ravinia Avenue, Orland Park, Illinois.

| SCHEDULE | Winter 2012 | Spring/ Summer 2012 | Fall 2012 |
|---|-------------|---------------------------|-----------|
| Proof and File sent to Printer | 10/14/11 | 01/27/12 | 06/21/12 |
| 1 st proof delivered to Recreation Administration Office by Printer | 10/28/11 | 02/08/12 | 06/29/12 |
| Final Proof back to printer (same day back & forth with Notice to Proceed with printing authorized by Recreation Administration Office. | 10/31/11 | 02/10/12 | 07/05/12 |
| Brochures delivered to Orland Park Post Office by Printer | 11/17/11 | 02/24/12 | 07/20/12 |

^{*} dates are similar, but adjusted accordingly for years 2013 and 2014

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:

2012:

TOTAL COST: an amount not to exceed Sixty-Two Thousand and No/100 (\$62,000.00) Dollars

2013 and 2014:

TOTAL COST: an amount not to exceed Board approved budgeted dollars based on the proposed option selected for that year

(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 August 1, 2011. The WORK shall commence upon contract execution and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or July 31, 2014, 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 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 and a signed return receipt is received, 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:

Corey Sellers, Director of Business Dev.

Mignone Communications, Inc.

880 East State Street

Huntington, IN 46750

Telephone: 260-358-0266 ext. 272

Facsimile: 260-358-0268

e-mail: csellers@mignone.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

Paul G. Grimes

Print Name: Village Manager

Its:

Village Manager

Date: 7/7///

FOR: THE VENDOR

Print Name: Coase & Collars

Its: Director of Business Dev

Date: June 28, 2011

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.

Detailed Price Sheet - Bid Prices for Program Guides

YEAR 1

(Winter 2012 thru Fall 2012)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

OPTION 1

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 11,540.00 | | \$_297.24 |
|---|---------------------------------------|--------------------------------------|
| 88 PAGES BODY COPY PLUS COVER: \$ 13,150,00 | Cost of each additional 1,000 guides: | \$ <u>321.53</u> \$ <u>346.27</u> |
| | Cost of each additional 1,000 guides: | \$ 370.45 |

OPTION 2

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 14,160.00 | Cost of each additional 1,000 guides: | \$ 321.21 |
|---|---------------------------------------|------------------|
| | Cost of each additional 1,000 guides: | \$ 348.04 |
| | Cost of each additional 1,000 guides: | \$ <u>375.11</u> |
| 301 AGES BODT COFT FLOS COVER. \$ 17,080.00 | Cost of each additional 1,000 guides: | \$ <u>401.63</u> |

OPTION 3

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$_8,730.00 | Cost of each additional 1,000 guides: | \$_209.40 |
|--|---------------------------------------|------------------|
| 80 PAGES BODY COPY PLUS COVER: \$ 9,240,00 | Cost of each additional 1,000 guides: | \$ 224.03 |
| 88 PAGES BODY COPY PLUS COVER: \$ 9.730.00 | Cost of each additional 1,000 guides: | \$ <u>239.14</u> |
| | Cost of each additional 1,000 guides: | \$ 253.69 |

OPTION 4

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 11,180.00 Cost of each additional 1,000 guides: 80 PAGES BODY COPY PLUS COVER: \$ 11,840.00 Cost of each additional 1,000 guides: 88 PAGES BODY COPY PLUS COVER: \$ 12,470.00 Cost of each additional 1,000 guides: 96 PAGES BODY COPY PLUS COVER: \$ 13,110.00 Cost of each additional 1,000 guides: | \$_233.23 \$_250.40 \$_267.83 \$_284.70 |
|---|--|
|---|--|

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER \$ 1,250.00 8 PAGE CENTER \$ 1,325.00

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER \$ N/A 8 PAGE CENTER \$ 1.000.00

Detailed Price Sheet - Bid Prices for Guides

YEAR 2

(Winter 2013 thru Fall 2013)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

OPTION 1

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$_11 | 1.655.00 | Cost of each additional 1,000 guides: | \$_297.24 |
|--------------------------------------|----------|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$_12 | 2.493.00 | Cost of each additional 1,000 guides: | \$ 321.53 |
| 88 PAGES BODY COPY PLUS COVER: \$ 13 | 3.281.00 | Cost of each additional 1,000 guides: | \$ 346.27 |
| 96 PAGES BODY COPY PLUS COVER: \$ 14 | | Cost of each additional 1,000 guides: | \$ 370.45 |

OPTION 2

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 14.302.00 Cost of each additional 1,000 guides: | \$ 321.21 |
|---|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$ 15.322.00 Cost of each additional 1,000 guides: | \$ 348.04 |
| 88 PAGES BODY COPY PLUS COVER: \$ 16,281.00 Cost of each additional 1,000 guides: | \$ 375.11 |
| 96 PAGES BODY COPY PLUS COVER: \$ 17,251.00 Cost of each additional 1,000 guides: | \$ 401.63 |

OPTION 3

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 8,817.00 | Cost of each additional 1,000 guides: | \$ 209.40 |
|---|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$ 9.332.00 | Cost of each additional 1,000 guides: | \$ 224.03 |
| 88 PAGES BODY COPY PLUS COVER: \$ 9,827.00 | Cost of each additional 1,000 guides: | \$ 239.14 |
| 96 PAGES BODY COPY PLUS COVER: \$ 10.332.00 | Cost of each additional 1,000 guides: | \$ 253.69 |

OPTION 4

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 80 PAGES BODY COPY PLUS COVER: \$ | \$_11,292.00 \$_11,058.00 | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ 233.23 |
|---|------------------------------|--|--------------------------------------|
| 88 PAGES BODY COPY PLUS COVER: \$ | \$_12.595.00 | Cost of each additional 1,000 guides: | \$ <u>250.40</u> \$ <u>267.83</u> |
| 96 PAGES BODY COPY PLUS COVER: \$ | \$ <u>13,241.00</u> | Cost of each additional 1,000 guides: | \$_284.70 |

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER 8 PAGE CENTER

\$<u>1,300.00</u> \$<u>1,375.00</u>

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER

\$<u>N/A</u>

8 PAGE CENTER

\$<u>1.025.00</u>

Detailed Price Sheet - Bid Prices for Guides

YEAR 3

(Winter 2014 thru Fall 2014)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

OPTION 1

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$11,715.00 | _ Cost of each additional 1,000 guides: | \$_297.24 |
|--|---|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$12,555.00 | Cost of each additional 1,000 guides: | \$ 321.53 |
| 88 PAGES BODY COPY PLUS COVER: \$13,350.00 | _ Cost of each additional 1,000 guides: | \$ 346.27 |
| 96 PAGES BODY COPY PLUS COVER: \$14.170.00 | _ Cost of each additional 1,000 guides: | \$ 370.45 |

OPTION 2

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$14,375.00 | Cost of each additional 1,000 guides: | \$_321.21 |
|---|---------------------------------------|------------------|
| 80 PAGES BODY COPY PLUS COVER: \$ 15,400.00 | | \$ 348.04 |
| 88 PAGES BODY COPY PLUS COVER: \$ 16,363.00 | Cost of each additional 1,000 guides: | \$ <u>375.11</u> |
| 96 PAGES BODY COPY PLUS COVER: \$ 17,340,00 | Cost of each additional 1,000 guides: | \$ <u>401.63</u> |

OPTION 3

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ <u>209.40</u> \$ <u>224.03</u> |
|--|--|--------------------------------------|
| 88 PAGES BODY COPY PLUS COVER: \$ 9.880_00 | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ 239.14 \$ 253.69 |

OPTION 4

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | \$ 233.23 \$ 250.40 \$ 267.83 \$ 284.70 |
|---|--|
|---|--|

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER \$ 1,325.00 8 PAGE CENTER \$ 1,400.00

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER \$ N/A 8 PAGE CENTER \$ 1.050.00

PROPOSAL SUMMARY SHEET

Recreation Program Guides 2012-14 Project Name

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

| Organization Name: Mignone Communications, Inc. |
|--|
| Street Address: 880 East State St. |
| City, State, Zip: Huntington, IN 46750 |
| Contact Name: Corey R. Sellers |
| Phone: (260) 358-0266 ext. 272 Fax: (260) 358-0268 |
| E-Mail address: csellers@mignone.com |
| FEIN#: 35-1951734 |
| Lograp that the attached Datailed Dries Chapte are consulate and accounts |
| I agree that the attached Detailed Price Sheets are complete and accurate. |
| Signature of Authorized Signee: July R. Sellin |
| Title: Director of Business Development |
| Date: April 26, 2011 |

ACCEPTANCE: This proposal is valid for $\underline{60}$ calendar days from the date of submittal. (Note: At least 60 days should be allowed for evaluation and approval)

Detailed Price Sheet - Bid Prices for Program Guides

YEAR 1

(Winter 2012 thru Fall 2012)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

OPTION 1

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$_11.540.00 | Cost of each additional 1,000 guides: | \$ <u>297.24</u> |
|---|---|------------------|
| 80 PAGES BODY COPY PLUS COVER: \$ 12,370.00 | | \$ 321.53 |
| 88 PAGES BODY COPY PLUS COVER: \$ 13,150.00 | | \$ 346.27 |
| 96 PAGES BODY COPY PLUS COVER: \$ 13,960.00 | _ Cost of each additional 1,000 guides: | \$ 370.45 |

OPTION 2

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$14,160.00 | Cost of each additional 1,000 guides: | \$ 321.21 |
|---|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$15,170.00 | Cost of each additional 1,000 guides: | \$ 348.04 |
| 88 PAGES BODY COPY PLUS COVER: \$16.120.00 | Cost of each additional 1,000 guides: | \$ 375.11 |
| 96 PAGES BODY COPY PLUS COVER: \$ 17.080,00 | Cost of each additional 1,000 guides: | \$ 401.63 |

OPTION 3

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$_8,730.00 | Cost of each additional 1,000 guides: | \$ 209.40 |
|--|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$ 9,240.00 | Cost of each additional 1,000 guides: | \$ 224.03 |
| 88 PAGES BODY COPY PLUS COVER: \$ 9,730.00 | Cost of each additional 1,000 guides: | \$_239.14 |
| 96 PAGES BODY COPY PLUS COVER: \$10,230,00 | Cost of each additional 1,000 guides: | \$_253.69 |

OPTION 4

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$ 11,180.00 80 PAGES BODY COPY PLUS COVER: \$ 11,840.00 | | \$ <u>233.23</u> \$ <u>250.40</u> |
|---|--|--------------------------------------|
| | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ <u>267.83</u> \$ <u>284.70</u> |

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER \$ 1,250.00 8 PAGE CENTER \$ 1,325.00

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER \$ N/A 8 PAGE CENTER \$ 1.000.00

Detailed Price Sheet - Bid Prices for Guides

YEAR 2

(Winter 2013 thru Fall 2013)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated.

OPTION 1

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$11,655.00 | Cost of each additional 1,000 guides: | \$ 297.24 |
|---|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$ 12,493.00 | Cost of each additional 1,000 guides: | \$_321.53 |
| 88 PAGES BODY COPY PLUS COVER: \$ 13,281.00 | Cost of each additional 1,000 guides: | \$ 346.27 |
| 96 PAGES BODY COPY PLUS COVER: \$ 14.100.00 | Cost of each additional 1,000 guides: | \$ 370.45 |

OPTION 2

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$14.302.00 | Cost of each additional 1,000 guides: | \$ <u>321.21</u> |
|---|---------------------------------------|------------------|
| 80 PAGES BODY COPY PLUS COVER: \$_15,322,00 | Cost of each additional 1,000 guides: | \$ 348.04 |
| 88 PAGES BODY COPY PLUS COVER: \$ 16,281.00 | Cost of each additional 1,000 guides: | \$ 375.11 |
| 96 PAGES BODY COPY PLUS COVER: \$ 17,251.00 | Cost of each additional 1,000 guides: | \$ 401.63 |

OPTION 3

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$8.817.00 | Cost of each additional 1,000 guides: | \$_209.40 |
|--|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$_9.332.00 | Cost of each additional 1,000 guides: | \$ 224.03 |
| 88 PAGES BODY COPY PLUS COVER: \$ 9,827.00 | Cost of each additional 1,000 guides: | \$ 239.14 |
| 96 PAGES BODY COPY PLUS COVER: \$10,332,00 | Cost of each additional 1,000 guides: | \$ 253.69 |

OPTION 4

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$_11,292.00 | _ Cost of each additional 1,000 guides: | \$_233.23 |
|--|---|-------------------------------|
| 80 PAGES BODY COPY PLUS COVER: \$_11,958.00 88 PAGES BODY COPY PLUS COVER: \$_12,595.00 | _ Cost of each additional 1,000 guides: | \$ <u>250.40</u> |
| 96 PAGES BODY COPY PLUS COVER: \$ 13.241.00 | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ <u>267.83</u> \$ 284.70 |
| | _ 0000 01 00011 0001101101101 1,000 901000. | 4 <u>204.70</u> |

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER

\$<u>1,300.00</u>

8 PAGE CENTER

\$1,375.00

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER

\$<u>n/a</u>

8 PAGE CENTER

\$1,025.00

Detailed Price Sheet - Bid Prices for Guides

YEAR 3

(Winter 2014 thru Fall 2014)

All three (3) editions may be awarded based upon any one of the following "per edition" specifications: Each edition will require approximately 28,000 copies to be printed. Please list your bid price based on the above stated specifications for 28.000 "per edition" copies of the guide unless otherwise stated.

OPTION 1

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$11,715,00 | Cost of each additional 1,000 guides: | \$ 297,24 |
|---|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$12,555.00 | Cost of each additional 1,000 guides: | \$ 321.53 |
| 88 PAGES BODY COPY PLUS COVER: \$ 13,350,00 | Cost of each additional 1,000 guides: | \$ 346.27 |
| 96 PAGES BODY COPY PLUS COVER: \$14,170.00 | Cost of each additional 1,000 guides: | \$ 370.45 |

OPTION 2

Body stock shall be 50# white offset/92-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$14.375.00 | Cost of each additional 1,000 guides: | \$ 321.21 |
|---|---------------------------------------|-----------|
| 80 PAGES BODY COPY PLUS COVER: \$15,400.00 | Cost of each additional 1,000 guides: | \$ 348.04 |
| 88 PAGES BODY COPY PLUS COVER: \$ 16,363.00 | Cost of each additional 1,000 guides: | \$ 375.11 |
| 96 PAGES BODY COPY PLUS COVER: \$17,340.00 | Cost of each additional 1,000 guides: | \$ 401.63 |

OPTION 3

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and black for the body copy.

| 72 PAGES BODY COPY PLUS COVER: \$8.865.00 | Cost of each additional 1,000 guides: | \$ 209.40 |
|---|---------------------------------------|------------------|
| 80 PAGES BODY COPY PLUS COVER: \$ 9.380.00 | Cost of each additional 1,000 guides: | \$ 224.03 |
| 88 PAGES BODY COPY PLUS COVER: \$ 9,880.00 | Cost of each additional 1,000 guides: | \$ 239.14 |
| 96 PAGES BODY COPY PLUS COVER: \$ 10,385.00 | Cost of each additional 1,000 guides: | \$ <u>253.69</u> |

OPTION 4

Body stock shall be 35# alternate offset/80-bright minimum, and outside cover shall be a 65# bright white uncoated cover stock (or comparable). Ink shall be 4 color process for the cover and back, and 4 color process for the body copy.

| | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ <u>233.23</u> \$ <u>250.40</u> |
|--|--|--------------------------------------|
| 88 PAGES BODY COPY PLUS COVER: \$12,660.00 | Cost of each additional 1,000 guides: Cost of each additional 1,000 guides: | \$ <u>267.83</u> \$ <u>284.70</u> |

UPCHARGE TO RUN FULL COLOR CENTER PAGES (50# Offset)

4 PAGE CENTER \$ 1,325.00

8 PAGE CENTER

\$ 1,400,00

UPCHARGE TO RUN FULL COLOR CENTER PAGES (35# alternate offset/80-bright minimum)

4 PAGE CENTER

\$ N/A

8 PAGE CENTER

\$<u>1.050.00</u>

BUSINESS ORGANIZATION

| Sole Proprietor: An individual wh | ose signature is affixed to this proposal. |
|---|--|
| | d state full names, titles and address of all percent of ownership and a copy of partnership |
| Corporation: State of incorporation Provide a disclosure of all officers and principal incorporation and indicate if the corporation is a state of incorporation. | s by name and business address, date of |
| | t the Village of Orland Park reserves the right to te proposal, and to waive any informalities in any |
| In compliance with your Request for Proposals, undersigned offers and agrees, if this proposal | and subject to all conditions thereof, the is accepted, to furnish the services as outlines. |
| Mignone Communications, Inc. Business Name | (Corporate Seal) |
| Signature Selfun | Corey R. Sellers Print or Type Name |
| Director of Business Development | April 26, 2011 |

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED

My County of Residence is Huntington

| , Corey R. Sellers | _, being first duly sworn certify and say that I am |
|---|--|
| Director of Business Development | |
| (insert "sole owner", "partner", "president", or | other proper title) |
| with any unit of state or local government as a | al Code, or of any similar offense of "bid-rigging" or |
| | Signature of Person Making Certification |
| Subscribed and Sworn to Before Me This <u>26th</u> Day of <u>April</u> , 2011 | |
| Notary Public Kris Wiley My Commission Expires 04-12-18 | |

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 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."

| Corey R. Sellers | , having submitted a bid/proposal for |
|------------------|---------------------------------------|
| | |

<u>Mignone Communications</u>, <u>Incfor</u> <u>Recreation Program Guides</u> 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 26th day of April

, 2011.

Notary Public

My Commission Expires 04-12-18

My County of Residence is Huntington

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: |
|---------------------|------------|-----|
|---------------------|------------|-----|

Corey R Selvers

DATE: 04-26-11

Subscribed and Sworn to Before me this 26th, Day of April , 2011

My County of Residence is Huntington

My Commission Expires 04-12-18

TAX CERTIFICATION

| I, Corey R. Sellers | , having been first duly sworn depose and |
|--|---|
| state as follows: | |
| I, _ Corey R. Sellers | , am the duly authorized |
| agent for Mignone Communications, | Iπc. , which has |
| submitted a proposal to the Village of Or | land Park for |
| Recreation Program Guides (Name of Program) | and I hereby certify oject) |
| that <u>Mignone Communications, Inc.</u> | 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 ap | e tax or the amount of tax in accordance with opropriate Revenue Act; or |
| b. it has entered into an agreeme of all taxes due and is currently in | nt with the Department of Revenue for payment compliance with that agreement. |
| By: | Grand Solling |
| | Director of Business Development |
| Subscribed and Sworn to Before me this 26th Day of April , 2011 | Wiley (Notary Public) |
| My Commission Expires 04-12-18 | |
| My County of Residence is Huntington | |

REFERENCES

PLEASE INCLUDE SAMPLE MATERIALS PRINTED FOR EACH OF THESE REFERENCES.

| ORGANIZATION | Lake Metroparks |
|------------------|----------------------------------|
| ADDRESS | 11211 Spear Road |
| CITY, STATE, ZIP | Concord TWP, OH 44077 |
| PHONE NUMBER | (440)639-9867 |
| CONTACT PERSON | Sharon Metzung |
| DATE OF PROJECT | Jan 2010 - Current |
| ORGANIZATION | Oswegoland Park District |
| ADDRESS | 313 E. Washington St. |
| CITY, STATE, ZIP | Oswego, IL 60543 |
| PHONE NUMBER | (630) 554-4433 |
| CONTACT PERSON | Linda Wilson |
| DATE OF PROJECT | Summer 2011 - Spring/Summer 2012 |
| ORGANIZATION | City of Stamford |
| ADDRESS | 888 Washington Blvd. |
| CITY, STATE, ZIP | Stamford, CT 06901 |
| PHONE NUMBER | (203) 977–5018 |
| CONTACT PERSON | Scott Kassouf |
| DATE OF PROJECT | Fall 2010 - Summer 2011 |

Proposer's Name & Title:

Corey R. Sellers, Diffector of Business Development

Signature and Date:

April 26, 2011

Recreation Program Guides RFP 2012-14

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 JUS 26 DAY OF April , 2011

Corey R. Sellers, Dir. of Bus. Dev.

Printed Name & Title

Authorized to execute agreements for: Mignone Communications, Inc.

Name of Company

The Village of Orland Park

Request for Proposal To Print & Bind Recreation Program Guides 2012 - 2014

Proposal Due: April 28, 2011 at 11:00am

1. Statement

Mignone Communications, Inc. will administer the printing and binding of Orland Park Recreation Guides on three separate occasions during the calendar year.

2. Management Summary

Each project awarded to Mignone Communications, Inc. is assigned a specific customer service representative (CSR). All communications relevant to this specific project will channel through this individual (CSR) and the project manager for the program guide. Throughout the entire process, our goal is to provide assistance and recommendations to expedite schedules and remove unnecessary expenses that can occur. Mignone Communications, Inc. is committed to being a strong partner that provides exceptional value not only from a product standpoint but also service.

3. Work Plan

- A. Mignone Communications, Inc. is a commercial web printer with complete in-house prepress, bindery and mailing operations in one location.
- B. Mignone Communications, Inc. evaluates and processes mailing lists in conjunction with the printed piece to determine the most cost effective means for distribution. Archiving of production files and mail files for a period of two years is a standard policy. We are an FSC certified chain-of-custody printer too.
- C. Direct communication (phone) and email will be the primary methods of communicating.

4. <u>Prior Experience</u>

Mignone Communications, Inc. has been operating as a full service web printer since 1998. During that time, our CSR staff has managed over 141 different college, university, and municipality projects similar in scope to the recreation program guides.

5. <u>Contractor's Qualifications</u>

Mignone Communications, Inc. has a proven track record of delivering product on time and on budget.

6. Samples

See provided samples in proposal packet

References:

Lake Metroparks Sharon Metzung 11211 Spear Rd. Concord TWP, OH 44077 (440)639-9867

Oswegoland Park District Linda Wilson 313 E. Washington St. Oswego, IL 60543 (630)554-4433

City of Stamford Scott Kassouf 888 Washington Blvd. Stamford, CT 06901 (203)977-5018

Mignone Communications, Inc.

880 E State St.-Huntington, IN 46750

Phone 260.358.0266 - Fax 260.358.0268

EQUIPMENT LISTING – 5/10

PRE-PRESS

Server:

Kodak Prinergy 4.1.2.5.8 workflow with Kodak InSite 5.5.2 and Prepare components

Dell 2900 PowerEdge Server 8 - E5430 @2.66Ghz Intel Xeon CPU server, 4 GB RAM.

RAID 4 x 300 GB = 1.2 TB storage.

Dell 2600 PowerEdge Insite Server 2 x 3.06 Ghz Hyper-threading Xeon CPU server, 4 GB RAM. RAID is 6 x 146 GB = 683 GB storage. AIT-3 Tape Library, 12 slots, 1 library, total capacity 1.2 terabyte (backup

and archiving) - Gigabyte fiber Ethernet

Workstations:

8 Mac (OSX 10.4.6) 2 PC's (Windows XP)

Digital Proofing:

Epson Stylus Pro 9880HP and Epson 10600 w /Ultrachrome links running ORIS color management.

Imaging Hi-res & lo-res digital proofs

HP 9050 (up to 11 x 17") black and white duplexed lasers

Scanner:

Heidelberg Topaz Scanner w/copydot feature (11" x 17")

Platesetter

Lotem F-speed, 48 beam fiber head Devices: CD-Rom & CD-RW, DVD

Removable Media Devices: Digital Connections:

Hard line T1 accesses our FTP site , email and Kodak InSite server.

Applications:

We're running the latest applications of Adobe Creative Suite and other popular software - Call for latest version

upgrades or if you're using something unique.

PRESS

Goss Mark 16 5 color - Heatset - 38" width & Cut off 22-3/4"- max image 22-3/8" x 37-1/2"

45-E quick changeover folder (Upright, Digest, Tabloid, Oblong)

Vitts Sheeter with prefolder (Sheets cover stock, 4's, 8's)

Quad Tec register - GMI Color control

Heidelberg Mini web 6 color -Heatset - 22-3/4" cut off, maximum web width 20"

combination folder, Vitts sheeter, and Scheffer perforation/scoring unit

Dauphin Graphics Machine 430 - Coldset - 9 unit 35" width & Cut off 22-3/4"- max image 21-7/8" x 34-1/2"

Folds digest, ¼ fold and tabloid. Folder has cross-head and book perforation

UNIT CONFIGURATION & WEBS DGM - 430 - Coldset Press with 9 units - 35" wide

2 - 4-high stacked and 1 mono unit.

5 - roll stands -, with Automatic Splicers, Jardis constant tension control

Rockbuilt Rotary Trimmer- trim 3 sides for a finished quarter fold book up to 64 pages when used with our Rockbuilt in-line glue system.

QTI RGS 4 Register System for both 4/highs. QTI Cut-off controls for 2 webs.

Color Breaks - Time Size Book

2 - Webs 4/c

1 - Web 4/c - 2 Webs 2/c - 40 lb. or less basis weight

3 - Webs 2/c - 40 lb. or less basis weight3 - Webs 1/c - 40 lb. or less basis weight Color Breaks - Tabloid

2 -- Webs 4/c

1 - Web 4/c - 2 Webs 2/c - 1 Web 1/c

1 - Web 4/c - 3 webs 1/c

4 - Webs 2/c

4 - Webs 2/c - 1 web 1/c

5 – Webs – 1/c

BINDERY

Mueller Martini Bravo 380 Plus T – 6 pockets with Asir pocket scanning, missing stitch detection, 3-hole & calendar punch (with 4 & 5 knife trimmer)

McCain 2000XL Saddle Stitcher- 6 pockets + Cover Feeder (with 4 & 5 knife trimmer)

McCain 2000XL Saddle Stitcher- 10 pockets + Cover Feeder (with 4 & 5 knife trimmer)

Harris Perfect Binder - 20 pocket

Norton Spiel Tipping machine- 1 tip per pass, hi-folio only; max, size 12 x 18", min. size 3 x 5"

Polar cutter

Vijuk Knife Folder (quarter folds off delivery of stitcher, mailer, etc.)

Stahl folders -max 26" x 35", min 5.5" x 7"

Chailenge 3-hole drill - 1/4", 5/16", 3/8", 1/2"

Domino Bit jet in-line inkjet system (prints Postal IMB) with 3 tab capability

Domino Ink jet mailer with in-line Buskio tabbing (1,2,& 3 wafer seals per) or Buskio Paper Labeler (1"x1" to

4"x 6"). Ink Jet up to 8 lines (6 address lines, 1 optional endorsement line, 1 bar code line).

Heat Seal "L" Bar Sealer & Shrink Tunnel- max sealing area 15" x20"

Mail File prep- BCC Mail Manager 2010: Merge/Purge, Dupe eliminate, Move Update & Delivery Point Validation.

Files may be sent e-mail to listprocessing@mignone.com, or on floppy, zip, & CD.

Mail files can also be uptoaded to our mail file ftp site at 12.162.40.12 or ftp://mail:mignone@12.162.40.12

Call your CSR for username and password.

Other forms of media (ie.-Mag Tape, etc.) may incur additional charges and turnaround delays.

Please call your CSR if you have any questions. 1-800-355-3564

Bureau Veritas Certification

60 avenue du General de Gaulle 92046 Paris-la-Défense Cedex Tél. : + 33 (0)1 41 97 00 60

CERTIFICATE

Number: BV-COC-141886

Issued the: 17th February 2010 Valid until: 16th February 2015

Bureau Veritas Certification certifies that the company:

Bureau Veritas Certification certifie que l'entreprise :

MIGNONE COMMUNICATIONS, INC.

has implemented a FSC wood products control system according to the Forest Stewardship Council certification system, in the following location(s):

a mis en place un système de contrôle des produits bois FSC en conformité avec le système de certification du Forest Stewardship Council, sur le (les) site(s) suivant(s) :

Mignone Communications, Inc.

880 East State Street

Huntington, IN 46750 - United States

for its activities concerning:

pour ses activités concernant :

Commercial Printing *

*Updated list of products & species on the FSC.org Database / Liste à jour des produits et essences sur le site du FSC.ORG This company has been assessed and found to conform to the requirements of the: Cette entreprise a été évaluée et jugée conforme aux exigences du :

FSC Chain of Custody standard, Ref.: FSC-STD-40-004, v. 2.0

This certificate is valid for a 5 years period.

Paris La Défense, 17th February 2010

Le présent certificat est valable pour une durée de 5 ans.

The Bureau Veritas Certification USA Director of Operations Support

The Forest Stewardship Council is an international, non-profit association whose membership comprises environmental and social groups and progressive forestry and wood retail companies, working to improve forest management worldwide. www.fsc.org

Accredited office and certification decision: Bureau Veritas Certification France 60, avenue du Général de Gaulle, 92046 Paris La Défense

FSC accredited FSC-ACC-020 © 1996 Forest Stewardship Council, A.C.

www.certification.bureauveritas.fr

Management office: Bureau Veritas Certification Relevant managing office

A list and description of the products or services that are included in the scope of the certificate may be obtained on request to Bureau Veritas Certification

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Laurel Josephson





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2011

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 | CONTACT Stephen Mason | | | | |
| Insurance Services | PHONE (A/C, No. Ext): (260) 356-2600 FAX (A/C, No): (26) | 50)356-2609 | | | |
| 308 N Jefferson Street | E-MAIL ADDRESS: smason@insmgt.com | | | | |
| PO Box 1107 PRODUCER D#00014994 | | | | | |
| Huntington IN 46750 | INSURER(S) AFFORDING COVERAGE | NAIC # | | | |
| INSURED | INSURER A: Selective of South Carolina | 19259 | | | |
| Mignone Communications, Inc. | INSURER B Accident Fund Insurance Co | 10166 | | | |
| Phillips Brothers Printers | INSURER C: | | | | |
| 880 E. State Street | INSURER D: | | | | |
| | INSURER E : | | | | |
| Huntington IN 46750 | INSURER F: | | | | |

COVERAGES CERTIFICATE NUMBER:CL1011103940

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 | | SUBR | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | rs . | |
|-------------|--|-----|------|-------------|----------------------------|----------------------------|---|------|-----------|
| | GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE DAMAGE TO RENTED | \$ | 1,000,000 |
| A | CLAIMS-MADE X OCCUR | | | s 1738135 | 10/27/2010 | 10/27/2011 | PREMISES (Ea occurrence) MED EXP (Any one person) | \$ | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | X POLICY PRO- | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| _ | ANI AOTO | | | s 1738135 | 10/27/2010 | 10/27/2011 | BODILY INJURY (Per person) | \$ | |
| A | ALL OWNED AUTOS | | 5 | | | | BODILY INJURY (Per accident) | \$ | |
| | SCHEDULED AUTOS HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | NON-OWNED AUTOS | i | | | | | Uninsured motorist combined | \$ | 1,000,000 |
| | | | | | | | Medical payments | \$ | 5,000 |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ | 3,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ | 3,000,000 |
| | DEDUCTIBLE | | | s 1738135 | 10/27/2010 | 10/27/2011 | | \$ | |
| <u>A</u> | RETENTION \$ WORKERS COMPENSATION | | | 5 1/30133 | 10,2,,2010 | 10/2//2011 | WC STATU- OTH- | \$ | |
| В | AND EMPLOYERS' LIABILITY Y/N | | | | | 10/27/2011 | X TORY LIMITS ER | | |
| | | N/A | | 60 60 400 | 10/27/2010 1 | | E.L. EACH ACCIDENT | \$ | 500,000 |
| | (Mandatory in NH) | | | WCV 6060483 | 10/2//2010 | 10/2//2011 | E.L. DISEASE - EA EMPLOYEE | | 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | <u> </u> | E.L. DISEASE - POLICY LIMIT | \$ | 500,000 |
| | | | | | | | | | |
| | | | l | | | | | | |

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

The Village of Orland Park, and their repsective officers, trustees, directors, employees, and agents are listed as additional insureds on a primary/non-contributory basis where applicable. Certificate holder will be given 30 days notice of cancellation subject to policy provisions.

| CERTIFICATE HOLDER | CANCELLATION |
|--|--|
| Village of Orland Park Denise Domalewski 14700 S. Ravinia Ave. Orland Park, IL 60462 | 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 |
| | B Scheiber/SCHE 43 mittanie T. Pcheiber |