

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2022-0177

Innoprise Contract #: C22-0052

Year: 2022

Amount:

Department: Recreation & Parks

Contract Type: Goods

Contractors Name: Indiana Printing & Publishing Company, Inc.

Contract Description: Village of Orland Park Recreation Program Guide



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Indiana Printing & Publishing Company, Inc. RELATIVE TO THE VILLAGE'S PURCHASE OF Village of Orland Park Recreation Program Guide

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made March 8, 2022, by and between the Village of Orland Park (hereinafter referred to as "Village") and Indiana Printing & Publishing Company, Inc. (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:
 - on Vendor's Quote or Proposal Number dated February 18, 2022 ("Quote"); or
 - on Village's Purchase Order No. _____ dated _____ ("Purchase Order");which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.

2. **Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order. Vendor represents that the current base price of 80# Dull text (or matte text)-coated stock is \$1,867/ton and the base price of 40# white offset/80-bright minimum is \$970/ton. If the Vendor's cost for the paper decreases, the Vendor agrees to invoice the Village at the lower price of the paper.

3. **Compensation:** Add invoice paper
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
 - Payment of Invoice after Delivery:** Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
 - Progress Payments:**
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or

 - B. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the

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forementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Order as set forth in the Vendor's Quote or Proposal dated February 18, 2022 (Exhibit A)
 - Village of Orland Park Purchase Order No. _____ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on: Change per vendors
 - The Vendor's Quote (Proposal), per Vendors quote (proposal) dated February 18, 2022
 - The Village of Orland Park Purchase Order No. _____.(hereinafter the "Delivery Date"), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.

6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village's designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.

8. Deficiencies: 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 Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

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10. Termination: This Agreement 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.
11. Venue and Choice of Law: The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. Nonassignability: The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. Notices and Communications: Where notice is required by the Agreement 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:

Name: Kathie Clifford
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 7084036137
Facsimile: _____
Email: kclifford@orlandpark.org

To the Contractor:

Name: Michael J. Donnelly
Indiana Printing & Publishing Company, Inc.
777 Indiana Springs Road
Indiana, PA, 15701
Telephone: (724) 349-3434
Facsimile: 724-717-2321
e-mail: mdonnelly@gazetteprinters.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.

14. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.

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15. Commercial General Liability Insurance: Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

 Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.

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22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
23. Compliance with Laws: 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 shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any 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. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors 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 the Contract.
24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Indiana Printing & Publishing Company, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Michael J. Donnelly
on 2022-03-23 16:31:42 GMT

By: E-SIGNED by George Koczwar
on 2022-03-23 16:54:23 GMT

Name: Michael J. Donnelly

Name: George Koczwar

Its President and Publisher & Authorized Agent

Title: Village Manager

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EXHIBIT A
[ATTACH]

Vendor's Quote or Proposal Number _____ dated February 18, 2022 or
Village's Purchase Order No. _____ dated _____

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PROPOSAL SUMMARY SHEET/ADDENDUM
RFP 22-012
Village of Orland Park Recreation Program Guide

Business Name: Indiana Printing and Publishing Company, Inc.
 Street Address: 775 Indian Springs Road
 City, State, Zip: Indiana, PA 15701
 Contact Name: Michael J. Donnelly
 Title: President and Publisher
 Phone: 724-349-3434 Fax: 724-717-2321
 E-Mail address: M.Donnelly@gazetteprinters.com

Price Proposal

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 prices based on the stated specifications for **28,000 "per edition" copies** of the guide unless otherwise stated. **Finished book size will be 8.125" x 10.58" with saddle stitch bindery.**

Option 1

COVER

- 6-page gatefold cover (back gate)
- Stock: 80# Dull cover (or matte cover)—coated stock
- Color: 4/4, full bleed

BODY

- Stock: 40# white offset/80-bright minimum
- Color: 4/4, full bleed

12-PG INSERT – Folded Size: 8.125" x 10.58" (center)

- Stock: 80# dull text (or matte text)—coated stock
- Color: 4/4, full bleed

	Year 1 Summer 2022 thru Winter/Spring 2023	Year 2 Summer 2023 thru Winter/Spring 2024	Year 3 Summer 2024 thru Winter/Spring 2025
96 page total (84-page body and 1 inserts) plus 6-page cover:	\$ <u>28,733.00</u>	\$ <u>29,882.00</u>	\$ <u>31,077.00</u>
• Price of each additional 1,000 guides:	\$ <u>820.00/m</u>	\$ <u>853.00/m</u>	\$ <u>877.00/m</u>

104 page total (92-page body and 1 inserts) plus 6-page cover:	<u>\$ 29,417.00</u>	<u>\$ 30,593.00</u>	<u>\$ 31,817.00</u>
• Price of each additional 1,000 guides:	<u>\$ 840.00/m</u>	<u>\$ 874.00/m</u>	<u>\$ 909.00/m</u>
112 page total (100-page body and 1 inserts) plus 6-page cover:	<u>\$ 31,169.00</u>	<u>\$ 32,416.00</u>	<u>\$ 33,712.00</u>
• Price of each additional 1,000 guides:	<u>\$ 890.00/m</u>	<u>\$ 926.00/m</u>	<u>\$ 963.00/m</u>
Does bid include estimated shipping costs (Y/N)?	<u>(Y) N</u>	<u>(Y) N</u>	<u>(Y) N</u>
If NO, please include estimated shipping cost.	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Option 2

COVER

- Stock: 80# Dull text (or matte text)—coated stock
- Color: 4/4, full bleed

BODY

- Stock: 40# white offset/80-bright minimum
- Color: 4/4, full bleed

12-PG INSERT – Folded Size: 8.125" x 10.58" (center)

- Stock: 70# dull text (or matte text)—coated stock
- Color: 4/4, full bleed

	Year 1 Summer 2022 thru Winter/Spring 2023	Year 2 Summer 2023 thru Winter/Spring 2024	Year 3 Summer 2024 thru Winter/Spring 2025
96 page total (84-page body and 1 inserts) plus cover :	<u>\$ 28,607.00</u>	<u>\$ 29,751.00</u>	<u>\$ 30,941.00</u>
• Price of each additional 1,000 guides:	<u>\$ 1,021.00/m</u>	<u>\$ 1,062.00/m</u>	<u>\$ 1,105.00/m</u>
104 page total (92-page body and 1 inserts) plus cover:	<u>\$ 29,291.00</u>	<u>\$ 30,462.00</u>	<u>\$ 31,681.00</u>
• Price of each additional 1,000 guides:	<u>\$ 1,046.00/m</u>	<u>\$ 1,087.00/m</u>	<u>\$ 1,131.00/m</u>
112 page total (100-page body and 1 inserts) plus cover:	<u>\$ 31,043.00</u>	<u>\$ 32,284.00</u>	<u>\$ 33,576.00</u>

- Price of each additional 1,000 guides:

\$1,108.00/m

\$1,153.00/m

\$1,199.00/m

Does bid include estimated shipping costs (Y/N)?
If NO, please include estimated shipping cost.

Y / N

Y / N

Y / N

\$ N/A

\$ N/A

\$ N/A

Option 3

COVER

- Stock: 80# Dull text (or matte text)—coated stock
- Color: 4/4, full bleed

BODY

- Stock: 40# white offset/80-bright minimum
- Color: 4/4, full bleed

	Year 1 Summer 2022 thru Winter/Spring 2023	Year 2 Summer 2023 thru Winter/Spring 2024	Year 3 Summer 2024 thru Winter/Spring 2025
100 page total plus cover:	<u>\$18,082.00</u>	<u>\$18,805.00</u>	<u>\$19,557.00</u>
• Price of each additional 1,000 guides:	<u>\$516.00/m</u>	<u>\$537.00/m</u>	<u>\$558.00/m</u>
108 page total plus cover:	<u>\$18,766.00</u>	<u>\$19,516.00</u>	<u>\$20,297.00</u>
• Price of each additional 1,000 guides:	<u>\$531.00/m</u>	<u>\$557.00/m</u>	<u>\$579.00/m</u>
116 page total plus cover:	<u>\$19,548.00</u>	<u>\$20,329.00</u>	<u>\$21,143.00</u>
• Price of each additional 1,000 guides:	<u>\$558.00/m</u>	<u>\$580.00/m</u>	<u>\$604.00/m</u>
Does bid include estimated shipping costs (Y/N)?	<input checked="" type="radio"/> Y / <input type="radio"/> N	<input checked="" type="radio"/> Y / <input type="radio"/> N	<input checked="" type="radio"/> Y / <input type="radio"/> N
If NO, please include estimated shipping cost.	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Hastie Kinter

Signature of Authorized Signee: *Hastie Kinter*

Title: Secretary Date: 02/18/2022



ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Hastie Kinter, as Secretary
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Indiana Printing and Publishing Company, Inc., certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 25-0567290
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Pennsylvania 02/24/1892
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARASSMENT POLICY:** Yes No

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Hostie Kinter
Signature of Authorized Officer

Hostie Kinter
Name of Authorized Officer

Secretary
Title

02/18/2022
Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Indiana Printing and Publishing Company, Inc
(Enter Name of Business Organization)

1. ORGANIZATION Village of Pleasant Prairie
ADDRESS 9915 39th Ave. Pleasant Prairie, WI 53158
PHONE NUMBER 262-925-6745
CONTACT PERSON Mary Jo Jiter
YEAR OF PROJECT 2018-Present

2. ORGANIZATION Urbana Park District
ADDRESS 303 W. University Ave. Urbana, IL 61801
PHONE NUMBER 217-255-8601 x309
CONTACT PERSON Mark Schultz
YEAR OF PROJECT 2017-Present

3. ORGANIZATION City of Southfield
ADDRESS 26000 Evergreen Road Southfield, MI 48037
PHONE NUMBER 248-796-4614
CONTACT PERSON Stephanie Kaiser
YEAR OF PROJECT 2017-Present



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2021

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 have ADDITIONAL INSURED provisions or 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 Reschini Agency, Inc. 922 Philadelphia Street P.O. Box 449 Indiana PA 15701	CONTACT NAME: Gretchen Pish, CISR PHONE (A/C, No, Ext): (724) 349-1300 E-MAIL ADDRESS: gpish@reschini.com FAX (A/C, No): (724) 349-1446																				
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COVERAGES **CERTIFICATE NUMBER:** 22-23 GL,BA,UMB,WC, **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ZL7049	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZL7049	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZL7049	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	WCP 0009202	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Printers Errors & Omissions Liability			ZL7049	01/01/2022	01/01/2023	Each Wrongful Act Limit \$1,000,000 Annual Aggregate Limit \$2,000,000

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

The Village of Orland Park, and their respective officers, trustees, directors, employees, volunteers and agents are Additional Insureds on a primary/non-contributory basis regarding General Liability and Auto Liability with respect to liability caused by the Named Insured when required in a written contract or written agreement executed prior to loss. Waiver of Subrogation applies to General Liability and Workers Compensation in favor of The Village of Orland Park. Notice of Cancellation applies.

Reference Proposal #22-012

CERTIFICATE HOLDER The Village of Orland Park 14700 S. Ravinia Ave Orland Park IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Additional Named Insureds

Other Named Insureds

JLD Media, LLC

Additional Named Insureds

Other Named Insureds

JLD Media, LLC

INDIANA PRINTING & PUBLISHING CO.

Profile

Indiana Printing and Publishing Company, Inc. is a 3rd generation family owned business that was incorporated on July 2, 1890. IPP is nestled in beautiful Western Pennsylvania. Being a family owned business each customer receives personalized attention from design to delivery. We have over 80 employees with an average of 11 years of experience per person! With our vast knowledge and 130 years of experience we pride ourselves in the excellence we deliver to you. We are capable of providing end-to-end services from design to mailing for small or large jobs. Our list of clients range from states, cities, park districts, colleges and universities, corporations, to individuals. We specialize in brochures, class schedules, calendars, catalogs, maps, fliers, posters, letterhead, and business cards. We are open for business 359 days a year. We are closed for the holidays listed below:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Subcontractors/Utilization Plan

While our location is remote and not close to a large city, we have refined our printing and shipping process to allow us to remain competitive in pricing. We do not use subcontractors as that process would be very expensive due to our location. This would remove us from the bidding process and being able to give our customers competitive pricing.

Qualifications

With a combined total of over 34 years in the business, you will receive personal attention from the President Mike Donnelly. The key employees that will be working on your product are:

Operations Manager, Mike Krivonick – 20 years of industry experience
Lead Pressman, Mark Riva – 32 years of industry experience
Distribution Manager, Sam Parisse – 24 years of industry experience
Mailing Services, Dave Lockard – 7 years of industry experience
Production Supervisor, Dan Yasick – 7 years of industry experience
Typesetting and Design, Beth Wood – 32 years of industry experience
Controller, Barb Sullinger – 17 years of industry experience
Executive Assistant, Jennifer Williams – 8 years of industry experience

INDIANA PRINTING & PUBLISHING CO.

Services

Pre-press Services	Printing Services	Mailing & Fulfilment Services
Kodak Prinergy PDF workflow	Sheetfed – Five color printing up to 28" x 40"	USPS ® certified software – Full service Intelligent Mail barcode mailing capability
PDF fill submission to our secure FTP server	Digital – 13" x 27"	
Graphic design and typesetting	Web – Cold printing	NCOA and CASS certification
Electronic PDF and hard copy color proofs		Variable data mailing capabilities
Kodak thermal computer-to-plate technology on all web and 40" presses		

Equipment

Printing Equipment	Bindery
Harris VD15 12 unit web press with inline gluing and trimming Goss Urbanite 11 unit web press	Mueller, Bravo-T 6-pocket saddle stitcher/trimmer with cover feeder
Heidelberg CD 102-5+LX	Senator 62" automated cutter
Heidelberg Sorz 102 2 unit 40" sheet fed press	Challenger 61" cutter
Heidelberg Kord 64 1 unit 25" press (2)	Baum folder 20 x 26 with right angle fold
Ricoh 9110 Digital press	Multilith 9 pocket collator / stitcher
	MBO 4/8/16/32 Page Folder

As you can see Indiana Printing and Publishing Company, Inc. is more than qualified to produce and deliver your product at the high quality and excellence that you expect.

Please feel free to contact me if you need any further clarification.

Mike Donnelly
 President
 724-349-3434
 mdonnelly@gazetteprinters.com
 775 Indian Springs Road
 Indiana, PA 15701

