

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-069

Innoprise Contract #: C15-0052

Year: 2015-2018

Amount: \$42,479.00

Department: Public Information - Joe LaMargo

Contract Type: Services

Contractors Name: Hagg Press, Inc.

Contract Description: Orland Park Public Newsletter
May '15 - Feb'16 - \$42479
May '16 - Feb '17 - \$42904
May '17 - Feb '18 - \$43548

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

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

May 22, 2015

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

NOTICE TO PROCEED – Orland Park Public Newsletter 2015-18

Dear Mr. Hannay:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of May 1, 2015.

Please contact Nabeha Zegar at 708-403-6286 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be emailed/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 April 16, 2015 for the Orland Park Public Newsletter May 2015 – February 2018. If you have any questions, please call me at 708-403-6173.

Sincerely,

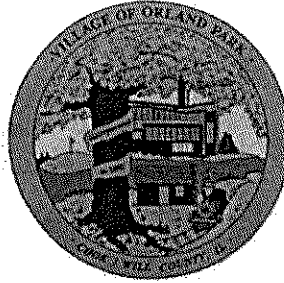
Denise Domalewski
Contract Administrator

Encl:

cc: Joseph LaMargo
Nabeha Zegar

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6100
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VILLAGE HALL

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April 16, 2015

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

NOTICE OF AWARD – Orland Park Public Newsletter 2015-18

Dear Mr. Hannay:

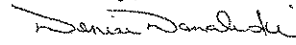
This notification is to inform you that on February 16, 2015, the Village of Orland Park Board of Trustees approved awarding Hagg Press, Inc. the contract in accordance with the bid you submitted dated January 28, 2015, for Orland Park Public Newsletter for an amount of Forty Two Thousand Four Hundred Seventy-Nine and No/100 (\$42,479.00) Dollars for year 1.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by April 30, 2015.

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

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, and Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

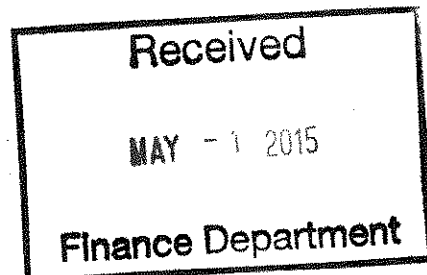
Sincerely,



Denise Domalewski
Contract Administrator

cc: Joe LaMargo
Nabeha Zegar

VILLAGE OF ORLAND PARK
Orland Park Public Newsletter 2015-18
(Contract for Services)



This Contract is made this 16th day of April, 2015 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Hagg Press, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

This Contract
The Terms and Conditions
The Invitation to Bid
The Instructions to the Bidders
The Bid Proposal dated January 22, 2015 as it is responsive to the VILLAGE'S bid requirements
Affidavit of Compliance
Certificates of insurance

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

Printing, binding and delivery of the Orland Park Public quarterly newsletter

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

Year 1 (May '15, Aug '15, Nov '15, Feb '16): Forty Two Thousand Four Hundred Seventy-Nine and No/100 (\$42,479.00) Dollars for 27,000 per quarter plus Three Hundred Thirty-Three and No/100 (\$333.00) Dollars per 1000 additional copies

Year 2 (May '16, Aug '16, Nov '16, Feb '17): Forty Two Thousand Nine Hundred Four and No/100 (\$42,904.00) Dollars for 27,000 per quarter (1% increase) plus Three Hundred Thirty-Seven and

No/100 (\$337.00) Dollars per 1000 additional copies

Year 3 (May '17, Aug '17, Nov '17, Feb '18): Forty Three Thousand Five Hundred Forty-Eight and No/100 (\$43,548.00) Dollars for 27,000 per quarter (1.5% increase) plus Three Hundred Forty-Two and No/100 (\$342.00) Dollars per 1000 additional copies

Rates are based on unit pricing/newsletter of:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
28 page + Cover =	.3870370	.390907	.396771
32 page + Cover =	.4121852	.416307	.422552
40 page + Cover =	.4842593	.489102	.496438

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

SECTION 4: TERM OF THE CONTRACT: This Contract and WORK shall commence on the date of its execution. The WORK shall continue expeditiously through March 1, 2016 and automatically renew for two (2) additional one (1) year terms unless the Village has given at least thirty (30) days prior written notice of its desire not to renew. This Contract shall terminate upon completion of the WORK or March 1, 2018, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

To the VILLAGE:

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

To the CONTRACTOR:

Ed Hannay, Account Manager
Hagg Press, Inc.
1165 Jansen Farm Court
Elgin, Illinois 60123
Telephone: 847-695-1820
Facsimile: 847-695-9541
e-mail: ehannay@haggpress.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

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

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

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

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

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

SECTION 13: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: PGC

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 5/4/15

FOR: THE CONTRACTOR

By: Ed Hannay

Print Name: Ed HANNAY

Its: Katie Hagg

Date: April 22, 2015

BIDDER SUMMARY SHEET

ITB #15-005 – Orland Park Public Newsletter

Project Name

Business Name: Hagg Press, Inc

Contact Person Name and Title: Ed HANNAY Account Manager

Address (Street, City, State, Zip Code): 1165 JANSSEN FARM CT IL 60123

Phone: (847) 695-1820 Fax: (847) 695-9541

E-mail Address: ehannay@haggpress.com

TOTAL BID PRICE (27,000 newsletters per quarter for a total of 108,000 newsletters annually & per 1,000 additional copies):

	<u>Annual Price</u>	<u>Per additional 1,000</u>
Year 1 (4 issues)	\$ <u>42,479.⁰⁰</u>	\$ <u>333.⁰⁰ per ISSUE</u>
Year 2 (4 issues)	\$ <u>42,904.⁰⁰</u>	\$ <u>337.⁰⁰ per ISSUE</u>
Year 3 (4 issues)	\$ <u>43,548.⁰⁰</u>	\$ <u>342.⁰⁰ per ISSUE</u>

ACCEPTANCE: This bid is valid for sixty (60) calendar days from the date of submittal.

Signature of Authorized Signee: Ed Hannay

Title: Account Manager Date: 1/22/2015

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned ED HANNAY, as ACCOUNT MANAGER,
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)
and on behalf of Hagg Press, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Bidder is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D. #: 36-2907156
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Illinois MARCH 1975
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Bidder 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 HARRASSMENT 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, Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 Bidder 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 ☐

Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, 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:

Ed Hanway
Signature of Authorized Officer

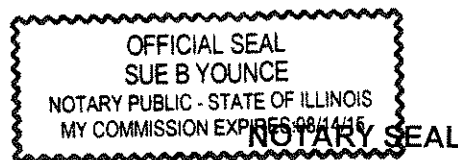
ED HANWAY
Name of Authorized Officer

Account Manager
Title

1/21/15
Date

Subscribed and Sworn To
Before Me This 23 Day
of January, 2015

Sue B Younce
Notary Public Signature



REFERENCES

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

Bidder's Name: Hagg Press, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
PROJECT NAME _____
YEAR OF PROJECT _____
See Hagg Press
2. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
PROJECT NAME _____
YEAR OF PROJECT _____
3. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
PROJECT NAME _____
YEAR OF PROJECT _____



Municipalities References

Ashley Monroe
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60195
(847) 781-2609

Jessica Cannaday
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
(630) 645-9539

Tiffany Kosartes
Lisle Park District
1825 Short Street
Lisle, IL 60532
(630) 964-3410 x 4309

Valerie Lorimer
Wheaton Park District
855 W. Prairie Ave.
Wheaton, IL 60187
(630) 510-4982

Wanda Rogers
Chicago Heights Park District
1400 Chicago Road
Chicago Heights, IL 60411
(708) 755-1351 X 12

Nancy Woods
North Berwyn Park District
1618 South Wesley
Berwyn, IL 60402
(708) 740-7400

Melissa Doornbos
Downers Grove Public Library
1050 Curtiss
Downers Grove, IL 60515
(630) 960-1200

Brenda Sorensen
Gurnee Park District
4374 Grand Ave.
Gurnee, IL 60031
(847) 599-3766

Doug Cataldo
The Huntley Area Public Library
11000 Ruth Road
Huntley, IL 60142
(847) 669-5386

Melea Smith
Elmhurst Community Unit School
District 205
162 South York
Elmhurst, IL 60126
(630) 993-8863

Wendy Kummerer
McHenry County Conservation Dist
18410 U.S. Highway 14
Woodstock, IL 60098
(815) 338-6223 X 231

Denise Raleigh
Gail Borden Public Library
270 N. Grove Ave.
Elgin, IL 60120
(847) 429-5981

Helen Shumate
Dundee Township Park District
665 Barrington Ave.
Carpentersville, IL 60110
(847) 428-1707

Shelagh Donoghue
Wilmette Park District
1200 Wilmette Ave.
Wilmette, IL 60091
(847) 256-9607

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, 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 successful Bidder, 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 successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 21 DAY OF JANUARY, 2015



Signature

ED HANNAY Account Manager
Printed Name & Title

Authorized to execute agreements for:

Hagg Press, Inc
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2015

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
DSP Insurance Services
1900 E. Golf Rd, Suite 650

Schaumburg IL 60173

INSURED
Hagg Press, Inc.

1165 Jansen Farm Court

Elgin IL 60123

CONTACT
NAME: Debbie Heerdegen

PHONE
(A/C, No, Ext): (847) 934-6100

FAX
(A/C, No): (847) 934-6186

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Harleysville Lake States Ins.

14516

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 15568

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			SPP00000052756	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			BA00000052755	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CMB00000052754	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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 ☐ N/A		WC00000052757	2/1/2015	2/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Printer's E&O			SPP00000052756	2/1/2015	2/1/2016	Limit 1,000,000 Aggregate 2,000,000

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

When required by written contract, The Village of Orland Park, its trustees, officers, directors, agents, employees and representatives and assigns shall be Additional Insureds with respect to General Liability

CERTIFICATE HOLDER

The Village of Orland Park

14700 South 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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VILLAGE OF ORLAND PARK, ILLINOIS



INVITATION TO BID #15-005

ADDENDUM NO. 1 ORLAND PARK PUBLIC NEWSLETTER

Date: Thursday, January 22, 2015

To: All Potential Bidders

From: Village of Orland Park

RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project, to revise page three (3) of this Invitation to Bid (ITB) and to provide clarifications on the **Quantity** and **Binding and Delivery** sections in the Bid Specifications.

This Addendum No. 1 shall replace in its entirety, page three (3) of this ITB. The revised page three (3) of this ITB is marked *Addendum No. 1* and dated *January 22, 2015*. All other provisions and requirements of the ITB documents shall remain in effect.

All addenda must be acknowledged by signing the Addendum and including it with your submittal. Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

The following are the Village's responses to questions submitted for this ITB:

1. Question: Under Binding and Delivery: The term "balanced" is used. Can you explain the meaning of that term?

Response: The term "*balanced*" is a term used by our previous printer, meant to describe a step of preparation when the Newsletter is ready for shipment.

2. Question: Carrier route sorted includes bundling of route quantities. Or are bulk bundles of 50's delivered to the Post office for them to sort?

Response: The successful Bidder will be required to make ready the Newsletter carrier route sorted and delivered to the Orland Park Post Office per the Bid Specifications.

3. Question: May I ask who is your current vendor?

Response: The current vendor for this Project is Hagg Press, Inc.

4. Question: The page count is listed as a 34+4 page cover for the Annual Report. This will either need to be 32+4page cover or 36+4pg cover due to the mechanicals of saddle stitching. The page counts must be divisible by 4 in order to be saddle stitched.

Response: The Village revised page three (3) of this ITB which now specifies the following:

"The first (1st) edition each calendar year (February/March issue) will be a thirty-six (36) page Annual Report, a thirty-two (32) page document with a four (4) page cover. The remaining three (3) editions each year will be a standard newsletter with approximately twenty-eight (28) pages plus its cover."

The Village also deleted the following language from paragraph one on page (3):

"...and includes the Newsletter as an insert in the Orland Park Prairie Newspaper."

For clarification on Delivery, please read the Project clarification section in this Addendum No. 1.

This Addendum No. 1 shall replace in its entirety, page three (3) of this ITB. Bidders shall insert the revised page three (3) of this ITB in your bid submittal.

5. Question: Are the results from the last time this project was put out for bid available? If so, please email a copy of them to my attention at your earliest convenience.

Response: *Yes, the results from the most recent public solicitation for this Project are available. In order to receive this information, please submit a Freedom of Information Act (FOIA) request. Instructions on how to submit a FOIA request can be found online at <http://www.orland-park.il.us/index.aspx?NID=1000>.*

6. Question: It could be considerable less money for the village if this was quoted as 8.375" x 10.875" finished size. 1/16" each small on each side. Could we quote that as an option for you?

Response: *No. In order to compare all Bidders equally, Bidders are required to propose pricing based on the Sizing/Format listed in the Bid Specifications.*

7. Question: On the Annual report it is stated 34 body pages. Question is there a 6 page fold out signature in this book?

Response: *No. There is not a fold out in any of the quarterly publications. Per this Addendum No. 1, the Annual Report page count has been revised to a thirty-two (32) page document with a four (4) page cover. The remaining three (3) editions each year will be approximately twenty-eight (28) pages plus its cover.*

The following are the Village's clarifications to this Project:

Per the **Quantity and Binding** and **Delivery** sections of the Bid Specifications, the quarterly printed quantity of the Newsletter is 27,000 copies. Of the 27,000 copies specific delivery locations and quantities are as follows:

<u>Delivery Location</u>	<u>Quantity</u>
Orland Park Post Office 9500 W 144th Place Orland Park, IL 60462-9998	24,000 copies
Village of Orland Park Office of Public Information 14700 S. Ravinia Ave. Orland Park, IL 60462	3,000 copies
TOTAL QUARTERLY QUANTITY:	27,000 copies

If the Village requires more than 27,000 copies, the Village will pay the successfully Bidder the "Per additional 1,000" price the successful Bidder proposes on page twelve (12), **Bidder Summary Sheet**. Bidders shall refer to the Bid Specifications for complete details on the printing, binding and delivery requirements.

The question and answer period for this ITB is closed. **The ITB close date remains Wednesday, January 28, 2015 at 11:00 A.M.**

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

Addendum No. 1, Dated 1/22/15
Business Name: Hagg Press Inc
Name of Authorized Signee: Ed Hannay
Signature of Authorized Signee: Ed Hannay
Title: Account Manager Date: 1/23/15