CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0781 **Innoprise Contract #:** C20-0018

Year: 2020-2022 **Amount:**

Department: Recreation - Kathie Clifford/Jennifer Medema/Donna Rymut

Contract Type: Goods & Services

Contractors Name: Indiana Printing & Publishing Company, Inc.

Contract Description: Recreation Program Guide

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org

ORLAND PARK

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

January 24, 2020

Mr. Mike Donnelly
Indiana Printing and Publishing Company, Inc.
899 Water Street
P.O. Box 10
Indiana, PA 15701

NOTICE TO PROCEED – Village of Orland Park Recreation Guide

Dear Mr. Donnelly:

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 January 10, 2020.

Please contact Kathie Clifford at 708-403-6137 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract 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 December 13, 2019 in an amount not to exceed proposed amounts. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Kathie Clifford
Nancy Flores

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org

ORLAND PARK

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
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Michael R. Milani

December 13, 2019

Mr. Mike Donnelly
Indiana Printing and Publishing Company, Inc.
899 Water Street
P.O. Box 10
Indiana, PA 15701

NOTICE OF AWARD – Village of Orland Park Recreation Guide

Dear Mr. Donnelly:

This notification is to inform you that on December 2, 2019, the Village of Orland Park Board of Trustees approved awarding Indiana Printing and Publishing Company, Inc. the contract in accordance with the proposal you submitted dated November 1, 2019 for Village of Orland Park Recreation Guide at the proposed amounts.

In order to begin this engagement/project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 2, 2020.

- I am attaching the Contract for Village of Orland Park Recreation Guide. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.

- Please submit a 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.

- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.

- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and completed W-9 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

Denise Domalewski
Purchasing & Contract Administrator

cc: Kathie Clifford
Nancy Flores

ORLAND PARK

Periodical Printing
Recreation Program Guide
(Contract for Purchase of Goods & Services)

This Contract is made this **13th day of December, 2019** by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and INDIANA PRINTING & PUBLISHING CO. (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.

This Contract
The Terms and Conditions
The Request for Proposals #19-026 dated October 23, 2019
The Instructions to Proposers
The Proposal as it is responsive to the VILLAGE'S RFP requirements
Certificate of Compliance
Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT: The VENDOR agrees to provide labor, equipment and materials necessary to provide the goods & services as described in the CONTRACT DOCUMENTS and further described below:

RECREATION PROGRAM GUIDES:

Printing, saddle stitching, skid stack, and delivery of Recreation Program Guides for three (3) seasonal guides each year: Summer, Fall, and Winter/Spring. Every home, office, business, and post office box within the corporate limits of Orland Park will receive the Recreation Program Guide three times annually according to the outlined time schedule. This Project begins with the Summer 2020 guide and ends with the Winter/Spring 2021 guide (with the option to renew for years 2021 and 2022).

Printing And Estimated Quantity

The completed guide trim size is 8.125" x 10.58". The quantity to be printed is approximately 28,000 guides, three times annually for a total of approximately 84,000 program guides. There shall be no additional charges for corrections and/or changes made prior to final proof. After final proof has been presented for approval, any corrections made will be at the Village's expense, unless it is an error made by the VENDOR.

Pick Up And Delivery Schedule

Program guide information is formatted with InDesign and shall be sent to the VENDOR through file transfer protocol (FTP). A proof copy in book form shall be delivered from the VENDOR to the Village's Recreation Administration Office located at 14600 S. Ravinia Avenue, Orland Park, Illinois according to the time schedule provided.

TASK	Summer 2020	Fall 2020	Winter/Spring 2021
Proof and File sent to Printer	3/26/20	7/13/20	10/28/20
1st proof delivered to Recreation Administration Office by Printer	3/31/20	7/16/20	11/3/20
Final Proof/Changes back to printer (with Notice to Proceed with printing authorized by Recreation Administration Office).	4/3/20	7/20/20	11/5/20
Guides delivered to Orland Park Post Office & Orland Park Sportsplex by Printer	4/17/20	7/31/20	11/20/20

*similar dates for years 2021 and 2022

VENDOR shall deliver a specified number of the printed and skid loaded guides to either the Orland Park Post Office or the Milwaukee Journal Sentinel (Orland Park Prairie) in one delivery, and the remaining copies are to be delivered to the Orland Park Sportsplex, 11351 W. 159th Street, Orland Park, Illinois 60467. The Village will determine delivery point and notify VENDOR once determined.

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

TOTAL COST: an amount not to exceed proposed amounts (see Pricing Porposal)

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: The contract term shall be from January 1, 2020

through December 31, 2020, with automatic renewal for two (2) additional one year terms (January 1 – December 31), unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to renew the contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. The VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within five (5) days of delivery. The VENDOR shall have five (5) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

This Contract 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.

<u>SECTION 5: INDEMNIFICATION AND INSURANCE:</u> The VENDOR 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 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
Purchasing & 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@orlandpark.org

To the VENDOR:
Mike Donnelly
President
Indiana Printing and Publishing Company, Inc.
899 Water Street, P.O. Box 10
Indiana, PA 15701
Telephone: 724-465-5555
Facsimile: 724-465-0402
e-mail: MJD@indianagazette.net

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: QUALITY OF WORKMANSHIP AND STOCK: All periodicals furnished and work done must be of a first class quality. The use of poor type, poor presswork, or the use of a different color of ink than that ordered, inferior binding, inferior quality, mismatched paper stock or a lesser grade of paper than that ordered, or any other discrepancies from the specifications will be sufficient cause for the rejection of the WORK and for refusal of payment thereof. The VENDOR must at all times be able to furnish within a reasonable period of time those supplies named in the specifications, unless a substitute is approved in writing by the VILLAGE. Substitutions of stock made without the written approval of the VILLAGE will be grounds for non-payment for that particular job and possible termination of the CONTRACT.

SECTION 11: TIMELINESS: For each and every day the VENDOR fails to meet a Project schedule date set forth in this CONTRACT and any extensions granted by the VILLAGE in writing under the contract, the VENDOR shall pay to the VILLAGE the following amounts as liquidated damages and not as a penalty:

1-3 days late - 3% of the contract price for each day
4+ days late - 5% of the contract price for each day

Liquidated damages may be deducted by the VILLAGE from any money due or to become due to the VENDOR as compensation under the contract. The total of liquidated damages shall not exceed the total cost of the contract.

SECTION 12: 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 13: 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 14: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. 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.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park 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 of Orland Park under this agreement.

SECTION 15: 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 16: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 17: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: _____

Print Name: George Koczwara

Its: Village Manager

Date: 1-17-20

FOR: THE VENDOR

By: _____

Print Name: Michael J. Donnelly

Its: President

Date: 01/08/2020

ORLAND PARK

RFP 19-026

Village of Orland Park Recreation Program Guide (Reissue)

Pricing 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.

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

4-PG INSERT – Folded Size: 8.125" x 10.58" (Placement: Runs along the inside front & back cover - This insert could be temporary)

- Stock: 80# dull text (or matte text)—coated stock

Color: 4/4, full bleed

	Year 1 Summer 2020 thru Winter/Spring 2021	Year 2 Summer 2021 thru Winter/Spring 2022	Year 3 Summer 2022 thru Winter/Spring 2023
➢ 100 page total (84-page body and 2 inserts) plus 6-page cover:	$15,021.00	$15,321.42	$15,627.85
• Price of each additional 1,000 guides:	$ 541.02	$ 551.84	$ 562.88
➢ 108 page total (92-page body and 2 inserts) plus 6-page cover:	$15,556.00	$15,867.12	$16,184.46
• Price of each additional 1,000 guides:	$ 560.29	$ 570.50 (571.50)	$ 582.93
➢ 116 page total (100-page body and 2 inserts) plus 6-page cover:	$17,060.00	$17,401.20	$17,749.22
• Price of each additional 1,000 guides:	$ 614.47	$ 626.75	$ 639.29
Does bid include estimated shipping costs (Y/N)?	(Y)/ N	(Y)/ N	(Y)/ N
If NO, please include estimated shipping cost.	$ N/A	$ N/A	$ N/A

Signature of Authorized Signee: [signature] Title: President

Company: Indiana Printing and Publishing Company, Inc.

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

INDIANA PRINTING & PUBLISHING CO.

Profile

Indiana Printing and Publishing Company, Inc. is a 4th generation family owned business that was incorporated on July 2, 1890. IPP has two locations nestled in beautiful Western Pennsylvania. Being a family owned business each customer receives personalized attention from design to delivery. We have over 173 (70 part time and 103 full time) employees with an average of 11 years of experience per person! With our vast knowledge and 127 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.

Qualifications

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

Operations Manager, Mike Krivonick – 17 years of industry experience
Lead Pressman, Mark Riva – 29 years of industry experience
Distribution Manager, Sam Parisse – 21 years of industry experience
Mailing Services, Dave Lockard – 4 years of industry experience
Production Supervisor, Dan Yasick – 5 years of industry experience
Typesetting and Design, Beth Wood – 29 years of industry experience
Controller, Barb Sullinger – 14 years of industry experience
Executive Assistant, Jennifer Williams – 5 years of industry experience
Treasurer – Hastie Kinter – 36 years of industry experience

ORIGINAL

INDIANA PRINTING & PUBLISHING CO.

Services

Pre-press Services	Printing Services	Mailing & Fulfilment Services
Kodak Printergy 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
724-465-5555
mjd@indianagazette.net
899 Water Street
Indiana, PA 15701

ORLAND PARK

RFP # 19-026
Village of Orland Park Recreation Program Guide (Reissue)
PROPOSAL SUMMARY SHEET

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

Organization Name: Indiana Printing and Publishing Company, Inc.

Street Address: 899 Water Street P.O. Box 10

City, State, Zip: Indiana, PA 15701

Contact Name: Mike Donnelly

Phone: 724-465-5555 Fax: 724-465-0407

E-Mail address: MJD@indianagazette.net

See Pricing Proposal page 19 for pricing options

REFERENCES

ORGANIZATION: Community College of Allegheny County

ADDRESS: 800 Allegheny Avenue

CITY, STATE, ZIP: Pittsburgh, PA 15233

PHONE NUMBER: 412-237-3145

CONTACT PERSON: Jason Price

DATE OF PROJECT: Ongoing

ORGANIZATION: Community College of Baltimore County

ADDRESS: 800 S. Rolling Road

CITY, STATE, ZIP: Baltimore, MD 21228

PHONE NUMBER: 443-840-5064

CONTACT PERSON: Brenda Marshall

DATE OF PROJECT: Ongoing

ORGANIZATION: Frederick Community College

ADDRESS: 7932 Opposumtown Pike

CITY, STATE, ZIP: Frederick, MD 21702

PHONE NUMBER: 301-846-2685

CONTACT PERSON: Megan Lehman

DATE OF PROJECT:

Proposer's Name & Title: Michael J. Donnelly, President

Signature and Date:

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Michael J. Donnelly, as President
(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 [X] 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
X Corporation Pennsylvania (State of Incorporation) 2/24/1892 (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] 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 HARRASSMENT POLICY: Yes [X] 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 [X] 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 [X] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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:

Signature of Authorized Officer

Michael J. Donnelly
Name of Authorized Officer

President
Title

11/1/19
Date

ORLAND PARK

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

$1,000,000 – Each Accident $1,000,000 – Policy Limit

$1,000,000 – 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 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. 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.

ACCEPTED & AGREED THIS 1st DAY OF November, 2019

Signature

Michael J. Donnelly

Printed Name & Title

Authorized to execute agreements for:

Indiana Printing and Publishing Company, Inc.

Name of Company

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2019

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: Patricia Almes
PHONE (A/C, No, Ext): (724) 349-1300 FAX (A/C, No): (724) 349-1446
E-MAIL ADDRESS: palmes@reschini.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co. of America	25674
INSURER B: Farmington Casualty Company	41483
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Indiana Printing & Publishing Co., Inc.
JLD Media, LLC
899 Water Street
Indiana PA 15701

COVERAGES CERTIFICATE NUMBER: GL,BA,WC,Umb 20/21 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	630 5G579311	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits E&O-	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		810 2L696287	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI-	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			CUP 9J196134	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB 9H949835	01/01/2020	01/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Printers Errors & Omissions Liability Deductible - $10,000			630 5G579311	01/01/2020	01/01/2021	Each Wrongful Act Limit Annual Aggregate Limit	$1,000,000 $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 and agents are Additional Insureds 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. General Liability is Primary and Non-contributory. Waiver of Subrogation applies to General Liability and Employers Liability in favor of The Village of Orland Park. 30-Day Notice of Cancellation applies, or according to policy provisions

Reference Proposal #19-026 - Village of Orland Park Recreation Program Guide (Reissue)

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

Patricia Almes

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