



Project Manual
Bid Packet and Specifications
September 5, 2019

Recreation Guide Printing
Bid #2175

Bid Submission Deadline:
Thursday, September 19, 2019 @ 1:00 PM

Bid Opening:
Thursday, September 19, 2019 @ 1:15 PM

at

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062

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ADVERTISEMENT TO BID

The NORTHBROOK PARK DISTRICT does hereby invite sealed bids for **Recreation Guide Printing – #2175**. Project includes a one-year contract with two options to renew for the printing of the recreation guides.

Bids will be received until **1:00pm on September 19, 2019**, by mail or delivered by hand to the Bid Officer, Northbrook Park District, 545 Academy Drive, Northbrook, Illinois 60062. Bid opening will be held in the Conference Room, 545 Academy Drive, Northbrook, Illinois 60062, promptly at **1:15pm on September 19, 2019**. Each bid must be placed in an opaque, sealed envelope and must be clearly marked **Bid Officer - Northbrook Park District, Recreation Guide Printing – # 2175**. Potential bidders are advised that a ten percent (10%) bid bond is required and that performance, labor and material payment bonds may be required. The Northbrook Park District encourages minority business firms to submit bids.

Those desiring to bid may obtain bidding information during normal business hours of 9am to 5pm from **Joy Stuart** at 545 Academy Drive, Northbrook, Illinois 60062, phone: **847-897-6128**. Project manuals are available at no charge for pick-up at 545 Academy Drive, at nbparks.org, or email upon request at jstuart@nbparks.org.

The Northbrook Park District will accept the lowest responsible bid or may reject all bids without disclosure of a reason. The failure to make such a disclosure will not result in accrual of any right, claim, or cause of action by any Bidder against the Northbrook Park District.

Northbrook Park District
Theresa Glatzhofer, Administrative Assistant

Dated: September 5, 2019
To appear in Northbrook Star on September 5, 2019

INVITATION TO BID

Date: September 5, 2019

RE: **Recreation Guide Printing - #2175**

Dear Bidder:

Sealed bids for **Recreation Guide Printing – #2175** will be received by the Northbrook Park District. Each bid must be placed in an opaque, sealed envelope and clearly marked **Bid Officer - Northbrook Park District, Recreation Guide Printing – #2175**. The envelope shall be addressed and delivered to the **Bid Officer - Northbrook Park District**, 545 Academy Drive, Northbrook, Illinois 60062. Bids will be received until **September 19, 2019 at 1:00pm**, and immediately thereafter, the bids will be publicly opened and read aloud on **September 19, 2019 at 1:15pm** at 545 Academy Drive, Northbrook, Illinois. Bids submitted after the closing time will be rejected. No responsibility shall be attached to any person for premature opening of a bid not properly identified. Bid results will typically be available on our website at nbparks.org, under Bids & RFPs, within 5 business days.

The Northbrook Park District will accept the lowest responsible bid, considering terms of delivery, quality, conformity with specifications and serviceability, or may reject all bids without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any Bidder against the Northbrook Park District. The Northbrook Park District reserves the right to waive irregularities in any bid.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall be used only by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Contractor(s) selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by a cashier's check or bid bond, payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the bid, as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

INSTRUCTIONS TO BIDDERS

DATE: September 5, 2019

BID REQUEST: Recreation Guide Printing

BID NUMBER: #2175

Sealed bids will be accepted until exactly at **1:00pm on September 19, 2019**, and then publicly opened and read at **1:15pm on September 19, 2019** in the conference room at the Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062. Any bids received after this time will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Northbrook Park District Board of Commissioners at a regularly scheduled meeting.

1. Presentation of Bid

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address. The Bid number, date and time of opening must be located in the lower left corner of the envelope. The Northbrook Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this section will be considered non-responsive and returned.

2. Explanation to Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the bid documents must be requested in writing no later than five (5) business day prior to the scheduled bid opening. Any addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders. All Bidders must acknowledge each addenda in the bid submittal.

3. Errors and Omissions

Bidders are requested to notify the Northbrook Park District of any errors and omissions discovered in the bid documents. If an error or omission is discovered after the bid opening, the Northbrook Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the contract documents, the successful Bidder shall request in writing an interpretation from the Northbrook Park District before proceeding with the work. If the Vendor fails to make such a request, the Northbrook Park District shall determine which of the conflicting requirements shall govern; and the Vendor shall perform the work at no additional cost to the Northbrook Park District in accordance with said determination.

Omissions from the specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of specifications or which are customarily

performed, shall not relieve the Vendor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the specifications.

4. Prices

The prices are to include the delivery of all materials, transportation, insurances, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents.

5. Withdrawal of Bids

No bid may be withdrawn after the public opening. All bids must be valid for a minimum of sixty (60) days after the bid opening.

6. Qualifications of Bidder

The Northbrook Park District may take action deemed necessary to investigate the qualifications of each Bidder. Each Bidder shall complete the Affidavit of Experience form in these Bid Documents and submit such form with the Bid Form. The Northbrook Park District reserves the right to qualify or disqualify bidders as the result of lack of similar project experience and/or any other information obtained from the Bidder's Affidavit of Experience. Potential Bidders must demonstrate that they have completed five projects of similar scope and cost. Bidders must also demonstrate that they have sufficient resources such as capital, subvendors, etc. in order to accomplish all tasks to complete the Project by the specified completion date.

7. Award of Contract

Award of Contract will be made to lowest responsible Bidder that complies with the conditions and specifications presented herein. Although price is a major consideration in the award of bids, the Northbrook Park district does not award on price alone and will also consider terms of delivery, quality, serviceability and conformity with specifications, as determined by the Northbrook Park District Board of Commissioners. Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices. The Northbrook Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Northbrook Park District. Such decisions are final and not subject to recourse.

8. Contract

The accepted Bidder is required to enter into a written contract, with the Northbrook Park District, substantially in the same form contained in the Sample Contract enclosed in this package.

9. Tax Exemption

The Northbrook Park District is not subject to federal excise or Illinois retailer's occupation tax.

10. Invoicing and Payment

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et.seq.*, unless as otherwise modified by the Contract Documents.

Invoices should be sent following the acceptance of materials, supplies or equipment by the Northbrook Park District and should include the following information:

1. Name address and phone number of the Bidder
2. Invoice number
3. Itemized statement of services
4. Any payment discount terms offered
5. Complete W-9

Inform the Northbrook Park District if payment by credit card is available (page 23).

11. Guarantee

The successful Bidder warrants to the Northbrook Park District that all materials furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials will be free from defects not inherent in the quality required or permitted, and that the materials will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Northbrook Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

12. Materials

All materials supplied by the Vendor shall be new materials of the like and kind specified. Defective materials will not be accepted and must be replaced in a manner satisfactory to the Northbrook Park District.

13. Substitutions

Unless otherwise indicated, the use of a brand name or catalog number in the Specifications is used for the purpose of establishing a grade or quality. Because the Northbrook Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal." Bidders proposing a substitution must request approval in writing to the Northbrook Park District at least four (4) business days prior to the bid opening and mark the items as "or approved equal." All potential bidders will be notified within three (3) business days by email, fax or U.S. Postal Service of the approval or rejection of a proposed substitution. Vendors wishing to bid on the approved substitution shall submit a complete base bid as specified in the project manual. The alternate bid must be typed and must follow the same format as the base bid. Receipt of the alternate bid will be acknowledged and read at the bid opening. The Northbrook Park District shall be the sole and final judge as to whether any proposed substitute is equal to or better than as specified in the project manual. These decisions are final and not subject to recourse.

14. Completion Date

The Vendor shall complete the work of this Project by the date set forth in the Specifications. Failure of the Vendor to complete this Project in accordance with the Specifications shall constitute a breach of the Contract.

15. Substance Abuse Prevention Act and Drug Free Workplace Act

The Vendor shall comply and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*), including filing a written substance abuse prevention program with the Northbrook Park District for the prevention of substance abuse among its employees prior to the commencement of the work. The Vendor shall also comply with the Drug Free Workplace Act (30 ILCS 580/1 *et. seq.*).

16. Human Rights Act

All successful Bidders must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (775 ILCS 5/2-105), including equality of employment opportunity and all Illinois Department of Human Rights regulations. The Vendor also must provide for the adoption and implementation of written Sexual Harassment Policies pursuant to the Act.

17. Equal Employment Opportunity

The Vendor and all subcontractors shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include but is not limited to: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of the Equal Opportunity Clause.

18. Fair Employment

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said act are herein incorporated by reference and become a part of this Proposal and Specifications.

19. Liability Insurance

The Vendor shall purchase from and maintain in a company/companies, lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
3. claims for damage because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of a conduct directly or indirectly related to employment of such person by the Vendor, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual insurance.

The insurance required by shall be written for not less that limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. All coverage shall be primary with respects to all claims arising out of operations performed by or on behalf of the Vendor.

A. Commercial General Liability

- | | | |
|------|-------------|---|
| i. | \$2,000,000 | General Aggregate |
| ii. | \$2,000,000 | Products/Completed Operations Aggregate |
| iii. | \$1,000,000 | Personal Injury |
| iv. | \$1,000,000 | Each Occurrence |
| v. | \$100,000 | Fire Damage |
| vi. | \$10,000 | Medical Expenses |

1. Products and completed operations coverage shall be maintained for three (3) years after final payment.
2. Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.
3. Pollution Legal Liability Coverage shall not contain an asbestos exclusion
4. Policy shall be endorsed to have General Aggregate apply to this project only.
5. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage afforded the Owner shall be primary with respect to claims arising out of operations performed by or on behalf of the Vendor. Any insurance or self-insurance maintained by Owner shall be in excess of Vendor's coverage and shall not contribute to it. The insurance company's liability shall not be reduced by the existence of such other insurance or self-insurance.
6. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Automobile Liability Insurance

- i. \$1,000,000 Combined Single Limit
- ii. \$1,000,000 Uninsured Motorists
- iii. \$1,000,000 Under-insured Motorists
 - 1. Coverage to include all owned vehicles, non-owned vehicles and hired or rented vehicles

C. Umbrella Excess Liability

- i. \$2,000,000 Each Occurrence
- ii. \$2,000,000 Aggregate
- iii. \$10,000 Self-Insured Retention
 - 1. The Owner shall be named as “Additional Insured” on the commercial general liability policy of the general Vendor and/or subvendor of any tier on a primary, non-contributory basis, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
 - 2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

D. Workers Compensation, Occupational Disease and Employer’s Liability Insurance

- i. State (in which this contract is performed): Statutory limits
- ii. Applicable Federal (if any): Statutory limits
- iii. Employer’s Liability (\$1,000,000) each accident for bodily injury by accident or each employee for bodily injury by disease
- iv. If Owner has not been included as an additional insured under the Commercial General Liability using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor’s work.

E. Installation Floater

Each Vendor shall maintain proper insurance to cover any loss or damage to material, product and/or item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure or project.

20. Insurance Provisions

A. Evidence of Insurance

Prior to beginning work, Vendor shall furnish the Northbrook Park District with certificates of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice

to the Northbrook Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Northbrook Park District shall be by certified mail, return receipt requested. Failure of the Northbrook Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Northbrook Park district to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

The Northbrook Park District shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Northbrook Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Northbrook Park District's option. With respect to insurance maintained after final payment in compliance with the requirement above, additional certificates evidencing such coverage shall be promptly provided to the Northbrook Park District whenever requested. The Vendor shall provide certified copies of all insurance policies required above within 10 days of the Northbrook Park District's written request for said copies.

B. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A, using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A, or a Best's rating is not obtained, the Northbrook Park District has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage

If Vendor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Northbrook Park District. At the option of the Northbrook Park District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Northbrook Park District, its officers, officials, employees, volunteers and agents or be required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigation, claim administration and defense expenses.

E. Subcontractors

The Vendor shall cause each subcontractor employed by the Vendor, for this project, to purchase and maintain insurance of the type specified above. When requested by the Northbrook Park District, the Vendor shall furnish copies of certificate(s) of insurance evidencing coverage for each subcontractor. Proof of coverage shall be provided prior to start of work.

21. Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Northbrook Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Vendor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Vendor shall similarly protect, indemnify and hold and save harmless the Northbrook Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or the Vendor's default of, any provision of the contract.

22. Bid Rigging and Rotating

By submitting a bid, Bidder certifies that it is not barred from bidding on this contract as a result of violating the bid rigging or bid rotating provisions contained in the Illinois Criminal Code, 720 ILCS 5/33E-3; 5/33E-4. Bidder must sign and return the attached Bidder Certification form with the Bid Form, verifying the Vendor has met this requirement.

23. Bid Bond

Each proposal shall include a **bid bond**, postal money order, bank draft, certified check, or cashier's check made payable to the Northbrook Park District for ten (10%) percent of the total bid amount. The Bid Bonds will be returned to unsuccessful Bidders as soon as practical after the award of contract, and to the successful Bidder upon execution of the contract by the Northbrook Park District and the Bidder's delivery of the Contract Bonds

25. Postponement of Date for Opening Proposals

The Northbrook Park District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

26. Schedule for Selection Process

The following is the proposed schedule for selection of the Recreation Guide Printer:

- a. Issuance of Bid September 5, 2019
- b. Submission of questions no later than September 11, 2019 at 2:00pm
- c. Responses to questions provided no later than September 13, 2019
- d. Submission due date no later than September 19, 2019 at 1:00pm
- e. Selection of company and notification provided by October 24, 2019
- f. Final contract executed by October 25, 2019

END OF SECTION
SAMPLE CONTRACT
NORTHBROOK PARK DISTRICT
PRINTING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, between the Northbrook Park District, an Illinois unit of local government, with its main offices located at 545 Academy Drive, Northbrook, Illinois, 60062 (hereinafter referred to as the "Park District") and _____ (hereinafter referred to as "Vendor") (collectively referred to as the "Parties").

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

1. Printing Services.

The Park District hereby hires Vendor, and Vendor hereby agrees to provide all services described in the Northbrook Park District Request for Proposal for Printing Services, dated _____ (hereinafter referred to as the "Services"), upon the terms and conditions set forth in the Contract Documents (hereinafter defined).

2. Contract Documents.

The Contract Documents consist of this Agreement between the Park District and Vendor and the Northbrook Park District Request for Proposal for Printing Services, dated _____, and all the documents contained therein, and the completed Bid Form from _____ dated _____ (collectively the "Bid Documents"), any addenda issued prior to the execution of this Agreement and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of a conflict or inconsistency between the Contract Documents, the terms and conditions of this Agreement shall govern.

3. Term.

The term of this Agreement shall begin on **October 1, 2019**, and unless otherwise terminated as provided herein, shall terminate on **August 20, 2020**. This Agreement may be renewed twice, each for a one-year term, commencing August 21 of each respective year, at the sole option of the Park District and upon execution of an amendment to this Agreement by the Parties for each said renewal. Upon any such renewal, all terms of this Agreement, including but not limited to price, shall remain unchanged unless otherwise determined by the Park District. Failure to complete the Services by the specified date(s) shall constitute a material breach of this Agreement, entitling the Park District to immediately terminate this Agreement and replace Vendor at the Park District's sole option.

4. Performance.

Vendor agrees to perform in a good and workmanlike manner and to the best of Vendor's ability, experience, and talents, in accordance with generally-accepted printing practices in the Greater Chicago area, all of the duties that are described in the Bid Documents or as otherwise required by the express and implicit terms of this Agreement, to the satisfaction of the Park District. Vendor's duties may be specified and modified from time to time by the Park District in writing.

The Park District reserves the right to evaluate Vendor's performance of the Services, its employees and agents and, in the event such Services or performance are not in conformity with the requirements of this Agreement, as determined by the Park District, the Park District shall have the option to terminate this Agreement in accordance with Section 9 of this Agreement. Should the Park District reasonably determine that the performance of a Vendor, employee or subcontractor is inadequate or that the employee or subcontractor's continued presence is in any way inconsistent with the policies and practices of the Park District, Vendor shall remove or reassign said employee or contractor immediately upon receipt of notice from the Park District.

5. Changes or Alterations of Services

The Park District reserves the right to alter the specifications contained in the Bid Documents by adding to or deducting from the original quantities as bid without invalidating this Agreement. All such work shall be executed under the original conditions of the original Contract Documents, except for a required extension in time caused by such change or alteration.

All changes or alterations shall be made ONLY when ordered in writing by the Park District, showing all claims for changes in the contract amount.

Unless otherwise stated in the Contract Documents, the value of any change shall be determined, in the Park District's sole discretion, by one or more of the following methods: (i) by an approved lump sum; or (ii) by unit prices denoted in the Contract Documents or subsequently agreed upon in writing by the Park District.

6. Payment.

The Park District agrees to compensate Vendor for Services in accordance with the terms contained in the Contract Documents. Services shall be invoiced monthly. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*).

7. Insurance.

Vendor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District.

B. Professional Liability Insurance

Vendor shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

C. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor's work.

E. General Insurance Provisions

(1) Evidence of Insurance

Prior to beginning the Services, Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Vendor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

(2) Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage

If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(5) Subcontractors

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Park District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

8. Indemnification.

Vendor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of Vendor's Services under this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is solely caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of the Agreement.

9. Termination.

The Park District may, at any time in accordance with the Contract Documents, terminate this Agreement in whole or in part for the convenience of the Park District. Termination by the Park District under this Paragraph shall be by a notice of termination delivered to Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, Vendor shall immediately, in accordance with instructions from the Park District: (i) cease operations as specified in the notice; and (ii) enter into no further subcontracts for labors, services, facilities or materials, except as necessary to complete continued portion of the Services. Vendor shall recover payment for the Services properly performed and approved by the Park District and performed by Vendor prior to the effective date of the termination. Vendor shall not be entitled to lost profits or any damages resulting from termination for convenience under this Paragraph.

10. Default and Remedies.

In the event Vendor defaults in the performance of this Agreement, or violates any of the terms or provisions of the Contract Documents, or otherwise breaches this Agreement in any way, the Park District may, in its sole discretion, terminate this Agreement immediately upon written notice to Vendor. Upon termination due to Vendor's breach, Vendor shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement services. In the event of such termination, payment to Vendor of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by Vendor against the Park District under this Agreement, and acceptance of sums paid to Vendor shall constitute a waiver of any and all claims that may be asserted by Vendor against the Park District. Vendor shall not be entitled to lost profits or any damages resulting from termination under this Paragraph. Further, the Park District shall not be restricted to any single remedy, but shall instead be entitled to pursue all legal and equitable remedies concurrently. Any legal or equitable actions relating to this Agreement may be brought in Cook County, Illinois, and it is expressly agreed by the Parties that the Park District shall be entitled to recover from Vendor all of its costs and expenses in pursuing such legal or equitable actions, including, but not limited to, actual attorney fees, incurred or expended in any such action. Vendor agrees that its obligations under this Agreement shall survive the termination of this Agreement.

11. No Liability.

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

12. Records.

All books, records, reports, accounts, contracts, orders, drafts, documents, files, memoranda, reports, computer programs, and any other information or writings relating in any manner to the Park District's business or patrons, whether prepared by Vendor or otherwise coming into the possession of Vendor, are and shall remain the exclusive property of the Park District and shall be returned immediately to the Park District upon termination of this Agreement or upon the request of the Park District at any time. Notwithstanding the foregoing, all proprietary software belonging to Vendor shall remain the express property of the Vendor and shall not be considered exclusive property of the Park District.

13. Independent Contractor.

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at their own expense. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint ventures of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

14. No Third Party Beneficiary.

This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

15. Compliance with Laws; Licenses and Permits.

Vendor shall comply with all applicable codes, laws, ordinances, policies, procedures and regulations of the Park District, the City of Northbrook, Cook County, the State of Illinois, and the Federal Government, including, but not limited to age, minimum wage, workers compensation, sales tax, and equal employment, as applicable. Vendor shall, at its sole cost and obligation, be responsible for obtaining all licenses and permits required to perform its duties under this Agreement.

16. Equal Opportunity Policies.

For the entire duration of the Agreement, Vendor shall conform to all federal and state laws on equal opportunity and fair employment, and to all rules and regulations now or hereafter issued pursuant thereto, including but not limited to the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.* (2006)).

17. No Waiver.

The Park District's failure at any time or times hereafter to require strict performance by Vendor of any provision of this Agreement shall not constitute a waiver, or effect or diminish any right of the Park District to demand strict compliance and performance therewith. Any suspension or waiver by the Park District of a default of any provision of this Agreement shall not suspend, constitute a waiver of or effect any other default by Vendor under this Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements and/or covenants of Vendor contained in this Agreement and no default by Vendor under this Agreement shall be deemed to have been waived by the Park District unless such waiver is by an instrument in writing signed by the Park District specifying such suspension or waiver.

18. Assignment.

This Agreement is not assignable in whole or in part by Vendor, and any such assignment shall be void without prior written consent of the Park District. Vendor shall not subcontract any of the Services it is required to perform hereunder without the prior written consent of the Park District.

19. Notice

All notices under this Agreement shall be in writing, delivered in person by the sending party to the other party signing this Agreement, or by certified or registered mail deposited in an appropriate receptacle of the United States Postal Service, postage fully prepaid, and addressed to the party at the address herein set forth. Mail delivery is deemed to be received on the fourth (4th) day after deposit for mailing.

If to the Park District:

Northbrook Park District
545 Academy Drive
Northbrook, Illinois 60062
Attn:

If to Vendor:

20. Severability; Choice of Law.

If any part of this Agreement is declared to be invalid by a court of competent jurisdiction, it shall be severable, and the rest of the Parties' obligations under this Agreement shall survive. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The Circuit Court of Cook County, Illinois shall have jurisdiction over any disputes arising under this Agreement, and each of the Parties hereto hereby consents to such court's exercise of jurisdiction.

21. Entire Agreement; Modifications and Amendments.

This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and written Agreements. There are no other agreements, representations, or covenants other than those set forth herein. No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

22. Headings.

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

Northbrook Park District

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

NOTICE OF AWARD (SAMPLE)

Subject: NORTHBROOK PARK DISTRICT

Dear Mr. / Ms. _____:

The Northbrook Park District (Owner) has considered the Bid submitted by _____ for the subject Project dated _____.
You are hereby notified that your Bid has been accepted for the Base Bid in the amount of \$_____.

You are required to execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said bonds and insurance within ten (10) days, the Owner will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Sincerely,

Joan Scovic
Marketing and Communications Director

ACCEPTANCE OF NOTICE

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this ____ day of _____, 20_____.

Signature

Print Name

Title

NOTICE TO PROCEED (SAMPLE)

SUBJECT: NORTHBROOK PARK DISTRICT
 (PROJECT NAME)

Dear Mr. / Ms. _____,

_____ is hereby notified to commence work on the above Project as shown in the Contract and to complete the Project as specified by _____, unless otherwise authorized.

Please return an acknowledged copy of this "NOTICE TO PROCEED" to the Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062.

Sincerely,

Joan Scovic
Marketing and Communications Director

ACCEPTANCE OF NOTICE

Receipt of this "NOTICE TO PROCEED" is hereby acknowledged this _____ day of _____,
20____.

Signature

Print Name

Title

BIDDER CERTIFICATION

I, _____ having been first duly sworn on oath, do depose and state
(Print Name)

that I presently reside at _____, and that I am the
(Address, City, State, State)

duly authorized principal, officer or agent of _____
(Name of Company)

and do hereby certify to Northbrook Park District, its Commissioners, officers and employees that neither I

nor _____ are barred from bidding on the contract for
(Name of Company)

Recreation Guide Printing - #2175, for which this bid is submitted, as a result of violation
of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal
Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

Individually and on behalf of Vendor

Address

Title

Fax

Telephone

Email

STATE OF ILLINOIS
SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in
person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and
that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: _____ 20_____

My commission expires: _____

(Notary Seal)

(Notary Public)

BID FORM

Recreation Guide Printing - 2175

Proposal of _____

Hereinafter called "BIDDER", (a)/(an) _____ (corporation, partnership, individual)

doing business as _____

To the Northbrook Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for **Recreation Guide Printing - 2175**, having examined the Specifications and other Contract documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents and install same, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Northbrook, Illinois.

Partial bids are limited to Recreation Guide and Newsletter/Stewardship Report. Such bids must cover all work described in that section of the bid specifications, including completion date. The Owner reserves the right to add or deduct from the item quantities or to delete total items as the owner's interest may be best served.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: _____, _____, _____, _____, _____, _____

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the Bid Packet.

Bidder agrees to perform all of the work described in the Contract Documents for the following price:

PART A – Cost of printing, binding, and delivery of four seasonal Recreation Guides. Page count excludes cover wrap.

GUIDES	QTY	Base Bid: 2019-2020	Optional Renewal Year 1: 2020-2021	Optional Renewal Year 2: 2021-2022
Winter Guide: 120 pages, plus cover	17,500	\$	\$	\$
Spring Guide: 120 pages, plus cover	17,500	\$	\$	\$
Summer Guide: 120 pages, plus cover	17,500	\$	\$	\$
Autumn Guide: 120 pages, plus cover	17,500	\$	\$	\$
TOTAL BASE BID for four (4) Recreation Guides (does not include postage)		\$	\$	\$

PART B – Cost of printing quantity additions and reductions:

Cost to print additional quantities:

Savings with less brochures printed:

500 _____

500 _____

1,000 _____

1,000 _____

PART C - Additional pages or deletion of pages charges as follows:

Cost to add eight pages to any Guide _____

Deletion of eight pages from any Guide _____

Per page cost for corrections _____

All proposals must include a per page cost for corrections. Any proposal submitted with a different method of charging for corrections may disqualify the bidder from being awarded the printing bid.

Payment

Do you accept credit cards? ___ Yes ___ No

Conditions regarding credit cards:

Recreation Guide Specifications

Design and Layout Description

The Park District will design and add all photos to each publication with Adobe InDesign. All PDF files will be supplied via printer's ftp or website download to printer.

Guide Makeup (Samples provided by request)

- **Cover:** 4/4 color, full bleeds, double sided
- **Finished Size of Winter, Spring, Summer, Autumn Guides:** 6" x 10.75", bound on long side

Guide Estimated Page Counts

- **Winter Guide**, est. 120-body pages, plus cover wrap
- **Spring Guide**, est. 120-body pages, plus cover wrap
- **Summer Guide**, est. 120-body pages, plus cover wrap
- **Autumn Guide**, est. 120-body pages, plus cover wrap

Guide Yield Quantities

- **17,500** finished pieces +/- 2% **Regular guides** (Winter, Spring, Summer, Autumn). Approximately **16,300 pieces** will be delivered to the Postal Substation and approximately **1,200 pieces** will be delivered to the Park District Administration Offices.

Inks

- **Cover:** 4/4, full bleeds, double sided
- **Body:** 4/4, full bleeds, double sided

Printing

No lower than 200 dpi. for web printing and no lower than 300 dpi. for sheet-fed printing. Printers must be able to provide a quality printed piece at the specifications listed.

Paper Stock

Printer must supply printed samples of Cover Stock and Body Stock (with photographs).

- **Cover Stock**
#100 Gloss Text (Approved Anthem, Gusto, Titan or equivalent)
Specify equivalent _____
- **Body Stock**
#50 White Offset (Approved Finch or equivalent)
Specify equivalent _____

Proofs

- Printer is to supply digital proof for body pages within **two (2) business days** of receiving Park District Electronic PDF files.
- Park District will review and return proofs with corrections and altered PDF files **in one business day**.
- Printer will pre-flight all files for errors.
- No-charge corrections of printer-generated errors

Sorting

Printer is to supply current Post Office Courier Route report for 60062 minus route 34 for each Guide mailing to the Post Office. The printer provides the courier routes and paperwork to the Post Office.

Bindery

Saddle stitch, Carrier Route Sort and Delivery

Delivery

Freight is to be included in total cost per Guide. Two (2) drops; Northbrook Post Office and Park District Administrative Office, both in Northbrook, 60062. The Northbrook Park District utilizes EDDM mailing. The printer sends the Northbrook Park District the mailing estimate based on the Courier Route report for the cost of mailing EDDM and the Northbrook Park District pays the Post Office directly for the cost of mailing. Delivery to Northbrook Post Office must include delivery of all required paperwork directly to the Bulk Mail Manager. Delivery to the Northbrook Park District must include guides being bundled or boxed as to avoid delivery of damaged Guides.

Schedule

October 2019 – August 2020

- Winter – October 2019 to printer, November 2019 distribution
 - To printer – November 1
 - Printer delivers Guides to Park District and Post Office – November 15
- Spring Guide – January 2020 to printer, February 2020 distribution
- Summer Guide – April 2020 to printer, end of April - May 2020 distribution
- Autumn Guide – July 2020 to printer, July-early August 2020 distribution

Subject to two renewal terms: 2020—2021 and 2021—2022

SUBCONTRACTORS AND SUPPLIERS LIST

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors/Assignment

Legal Name	Address	City, State, Zip	Telephone
1.			
2.			
3.			
4.			

Suppliers/Materials

Legal Name	Address	City, State, Zip	Telephone
1.			
2.			
3.			
4.			

**CERTIFICATION OF COMPLIANCE WITH THE SEXUAL HARASSMENT
PROVISION OF THE ILLINOIS HUMAN RIGHTS ACT**

A. The undersigned Contractor hereby certifies that as part of his/its proposal on the above-referenced Contract, that he/it has enacted and has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/2-105 et seq.) including at least the following:

- 1) a statement on the illegality of sexual harassment;
- 2) the definition of sexual harassment under Illinois Law;
- 3) a description of sexual harassment, utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission
- 6) directions on how to contact the Department and the Commission; and,
- 7) protection against retaliation as provided by Section 6-101 of the Act.

B. The undersigned Contractor further certifies that such policy shall remain in full force and effect throughout the term of this contract.

Authorized Officer: _____
(Print Name of Authorized Officer)

Signed: _____
(Signature of Authorized Officer)

Title: _____ Dated: _____ 20_____
(Title of Signatory)

STATE OF ILLINOIS
SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing Certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: _____ 20____.

My commission expires: _____

(Notary Seal)

(Notary Public)

AFFIDAVIT OF EXPERIENCE

_____, being duly sworn, says that he is

_____ of _____,
 (Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Northbrook Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope.

Project Name/Owner & Project Scope	Contact Name & Title	Phone & Email (both REQUIRED)	Completion Date & Project Value
1.			
2.			
3.			
4.			
5.			

 Signature

STATE OF ILLINOIS
 SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing Affidavit as his free act and deed and as the act and deed of Bidder.

Dated: _____ 20_____

(Notary Seal)

My Commission Expires: _____

Notary Public: _____

TAX COMPLIANCE AFFIDAVIT

I, the undersigned, being duly sworn and as an authorized representative of the Bidder, do state as follows:

1. The individual or entity making the foregoing proposal or bid certifies that he or she is not barred from contraction with the Northbrook Park District because of any delinquency in the payment of any tax administered by the Department of Revenue unless it is being contested.

2. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Authorized Officer: _____
(Print Name of Authorized Officer)

Signed: _____
(Signature of Authorized Officer)

Title: _____ Dated: _____ 20____
(Title of Signatory)

STATE OF ILLINOIS
SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing Affidavit as his/her free act and deed and as the act and deed of Bidder.

Dated: _____ 20____.

My commission expires: _____

(Notary Seal)

(Notary Public)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The *Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. ("Act")*, prohibits any employee of the Contractor or any Subcontractor on a public works project from using, possessing or being under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Northbrook Park District that **[Contractor/Subcontractor must complete either Part I or Part II below]:**

- I. The Contractor/Subcontractor **[circle one]** has in place – for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act – a written substance abuse prevention program, a true and correct copy of which is attached to this certification, that meets or exceeds the requirements of the *Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

- II. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the *Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.*

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

SPECIAL CONDITIONS - PRINTER

Printer will have a minimum of 9 working days from receipt of camera-ready art to required delivery date. A delivery delay of more than 2 days caused by the Printer may result in a price reduction of \$750 per day to be levied at the discretion of the Northbrook Park District.

A printer-generated error which cannot be corrected within 3 days will result in a reasonable price reduction determined by the Northbrook Park District in cooperation with the Printer. Failure of printer to make an adjustment acceptable to Park District will be cause for termination of bid arrangement.

Short orders are unacceptable. In the event that the full number of Guides ordered is not delivered, Printer will be required to print additional brochures to complete order at no additional cost to the Northbrook Park District.

Any unauthorized overrun will be the financial responsibility of the Printer; the Northbrook Park District will not assume the cost of overruns of the ordered number of brochures.

The Northbrook Park District reserves the right to terminate bid arrangements upon the failure of the Printer to provide satisfactory service to meet specifications. Printer will be notified of this decision at least 60 days prior to the delivery date of subsequent brochure.

The undersigned Contractor further certifies that such policy shall remain in full force and effect throughout the term of this contract.

Authorized Officer: _____
(Print Name of Authorized Officer)

Signed: _____
(Signature of Authorized Officer)

Title: _____ Dated: _____ 20____
(Title of Signatory)

STATE OF ILLINOIS
SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing Certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: _____ 20____.

My commission expires: _____

(Notary Seal)

(Notary Public)

END SECTION