



LEGAL NOTICE

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FOR: Printing of Activity Guides, Spring 2025 to Winter 2028

OWNER: St. Charles Park District
213 Walnut Street, St. Charles, Illinois 60174

The St. Charles Park District will receive separate sealed bids until 10am on Wednesday, October 16, 2024 at the marketing office of the St. Charles Park District, Baker Community Center Annex, 213 Walnut Street, St. Charles, Illinois, for the printing of activity guides, in accordance with Instructions to Bidders.

Copies of the bidding specifications will be available on the St. Charles Park District's website, stcparks.org, after 3pm on Wednesday, September 18, 2024. Copies of any addenda are available by contacting Erika Young at eyoung@stcparks.org.

The bids will be opened and read publicly at 10am on Wednesday, October 16, 2024 at the Baker Community Center Annex, 213 Walnut Street, St. Charles, Illinois. Facsimile and electronic bids will not be accepted. Bidders are responsible for ensuring timely delivery of their bids; no late bids will be accepted.

Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the St. Charles Park Board. The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding procedure. Any such decision shall be considered final.

Erika Young
Public Relations & Marketing Manager
630-513-4319 • eyoung@stcparks.org

GENERAL CONDITIONS

1. General Conditions apply to all bidders and govern all sections of the specifications.
2. Definitions:
 - The **District** shall be the St. Charles Park District, St. Charles, Illinois.
 - The **Bidder** shall be any entity submitting a bid.
 - The **Vendor** shall be the successfully contracted printing company.
 - The **Bid Documents** shall be the Legal Notice, General Conditions, Instruction to Bidders, Specifications, Bid Proposal Form, References, Addendums (if any), Contract, and the Addressed Bid Envelope.
3. The Vendor shall provide all labor, equipment and incidentals necessary for completion of the work specified.
4. To be eligible, the Bidder must be in business a minimum of five (5) years as of the date of the bid opening, illustrate that services are the primary means of business by providing samples and have sufficient equipment and personnel to complete the work specified. The Bidder must also have completed at least three (3) projects of a similar nature and provide said samples.
5. If the Vendor fails to provide the services outlined in the specifications, the District may, in its sole discretion, terminate the contract upon seven (7) days written notice to the Vendor. Such failure shall be determined in the sole discretion of the District.
6. Extra work and changes: The District, without invalidating the contract, may order extra work or make changes in the work with the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. All such changes shall be agreed to and recorded in writing. In giving instructions, the District shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the proposed work, but otherwise, except in an emergency endangering life or property, no extra charge or change shall be made unless authorized by the District, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all change orders must be signed by all parties indicated. All provisions of change orders shall be in compliance with the Illinois Criminal Code.

The District reserves the right to contract with any person or firm other than the Vendor for any or all extra work. The Vendor's attention is especially called to the fact that it shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

7. Should any dispute arise as to the quality of workmanship, the decision shall rest strictly with the District.
8. Bid Security: A Bid Security in the form of a cashier's or certified check in the amount of ten percent (10%) of the contract sum or a bid bond payable to the St. Charles Park District in the amount equal to at least ten percent (10%) of the base bid must accompany each bid. The return of this deposit to the successful Bidder is contingent upon executing a contract within fourteen (14) days of written notification of the award. The District reserves the right to retain the bid deposits of the three lowest Bidders for a period of thirty (30) days for canvassing the proposals. All other deposits will be returned promptly.
9. Waivers: A waiver by the District of any breach or failure to enforce any of the terms, conditions or specifications of the Bid Documents shall not in any way affect, limit or waive the District's right thereafter to enforce and compel strict compliance with every term, condition and specification thereof.
10. Default: If a Bidder refuses to enter into a contract with the District after award, it shall forfeit the Bid Deposit and shall be subject to any and all other remedies available to the District.
11. Only trained employees with well-maintained equipment will perform all work.
12. The District reserves the right to award all or a portion of the contract to one or to multiple Bidders.
13. Insurance: The Bidder's attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract. The Vendor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives or employees. The cost of such insurance shall be included in the Bidder's proposal.
 - a. Vendor shall maintain commercial general liability (CGL) and commercial umbrella insurance with a limit of not less at \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. 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 District, its Board of Commissioners, individual board members, officers, officials, employees, volunteers and agents 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. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the additional insureds.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

- b. Bidder shall maintain workers compensation as required by statute and employers liability insurance.
 - c. The 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 District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Bidder's work. The insurance policy shall cover the indemnification obligation below.
 - d. Bidder shall submit with its bid a certificate of insurance showing coverage in the minimum amounts outlined herein.
 - e. Indemnification: To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and its Board of Commissioners, individual board members, officers, officials, employees, volunteers and agents from and against all liabilities, claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Vendor's work or breach of contract, except to the extent caused solely 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.
14. Compliance with all Laws: This contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Bidder shall comply with all applicable laws, regulations, and rules promulgated by the Federal, State, County, Municipal and other government unit or regulatory body now in effect or which may be in effect during the performance of the contract. Included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are those related to the Illinois Human Rights Act, the Equal Employment Opportunity Act, and the Illinois Criminal Code.

- a. It shall be mandatory that the Bidder will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Illinois Human Rights Act and further that the Bidder will comply with all provisions of the Human Rights Act including, but not limited to, regulations of the Illinois Department of Human Rights.
 - b. It shall be mandatory that the Bidder will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Illinois Human Rights Act and further that the Bidder will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Department of Human Rights.
 - c. Additionally, the Bidder shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices, including the Illinois Human Rights Act. The Bidder will agree that it knows and understands with the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. The Bidder further will agree that this paragraph will be incorporated by the Bidder in all contracts entered into with suppliers of materials and services, subcontractors, and labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or may perform any such labor or service in connection with this contract.
 - d. Further, by submitting a bid, the Bidder will certify that it has adopted and implemented a written sexual harassment policy in full compliance with the Illinois Human Rights Act, and in case of the Bidder having 25 or more employees, a Drug-Free Workplace policy and practice in full compliance with the Illinois Drug-Free Workplace Act.
 - e. As required by the Criminal Code, 720 ILCS § 5/33E-11, by submitting a bid, the Bidder certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. The Bidder agrees that if this certification is false, the Board may declare the Contract void. The Bidder further certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act, 30 ILCS §§ 580/1 et seq. If applicable, the Bidder shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act, 35 §§ ILCS 105/1 et seq., regardless of whether the Bidder is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.
 - f. Failure of the Contractor to be in compliance with this Section shall be cause for the District to terminate the Contract.
15. Award of Bid: Award of bid shall be made, after determination of the successful Bidder, by the District. The District reserves the right to weigh such factors as references and quality service in awarding this bid. Upon completion of a signed contract, the Public Relations &

Marketing Manager will supply a purchase order to the Vendor.

16. Contract: The Vendor shall submit a fully executed Contract with its bid on the form contained in the Bid Documents, upon request of the District.
17. Work Completion Time: Failure of the Vendor to meet the required said work completion time may be considered default of contract.
18. Inspection: All material and workmanship shall be subject to inspection and test by the District. The District reserves the right to reject any goods that contain defects in material or workmanship or which fail to meet the Specifications contained herein. Upon rejection, the Vendor shall immediately return full purchase price to the District.
19. Payment and Price: Payment by the District for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
20. Freedom of Information Act Compliance: The District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Bidder to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Bidder requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Bidder must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the Bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked at the time of submission to the District will be presumed to be open to public inspection. The Bidder may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Bidder in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Bidder waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the Bidder agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the Vendor has been engaged to perform on behalf of the District.

INSTRUCTIONS TO BIDDERS

1. Bids shall be delivered to the marketing office of the St. Charles Park District, Baker Community Center Annex, 213 Walnut Street, St. Charles, Illinois by 10am on Wednesday, October 16, 2024.
2. Bids will be opened and read publicly at 10am on Wednesday, October 16, 2024.
3. Should Bidder find any discrepancies in or omissions from any of the documents, or be in doubt as to their meanings, it shall advise the Public Relations & Marketing Manager. Any interpretation of the Bid Documents will be made only by addendum duly issued by the Public Relations & Marketing Manager in writing. A copy of such addendum will be made available on the St. Charles Park District's website, stcparks.org and to any Bidder who emails Erika Young at eyoung@stcparks.org to request a copy. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdraw or modification of the proposal. Oral explanations or representatives will not be binding.
4. Prices quoted in proposals shall be guaranteed for a period of sixty (60) days from bid opening date.
5. All proposals shall be submitted on the Bid Proposal Form, provided by the District, along with the References, Bid Security and Project Samples enclosed together in one envelope clearly marked with Bidder's name and labeled "Bid Proposal: Printing of Activity Guides" by 10am on Wednesday, October 16, 2024. All proposals must be signed by the authorized officer of the firm bidding. Bids received after the time specified in the Bid Documents will not be considered.
6. For reference only, a current activity guide may be reviewed on the Park District website at <https://www.stcparks.org/activity-guides>. This link provides an example of the content and design regarding artwork, photos and copy. Each activity guide may differ.
7. Bidders may withdraw or cancel a proposal at any time prior to the bid opening time providing written notification is received. After the opening, no bids can be withdrawn, modified, or canceled for a period of sixty (60) calendar days. Attempting to submit revised bids after the opening time is not allowed.
8. Bidders supplying equipment and materials to the District shall not charge the Federal Excise Tax or State of Illinois Sales Tax, since the District is exempt from these taxes.
9. All work must be performed on the Vendor's premises. The Vendor must be able to provide the product directly. Subcontracting will not be allowed. All materials furnished by the contractor and incorporated in the work shall be of top grade and quality and shall be new unless otherwise specified.

10. The bid price must be complete and include, but not be limited to, all paper, printing (negatives and plates), reversals, bleeds, screens, separations, color key, half tone crossovers, stripping, match print proof, cutting, folding, collating, perforating, binding, labeling, freight costs and delivery.
11. Each Bidder must complete the Bid Proposal Form accompanying the specifications. Bidders must submit an example showing style and features of the items being bid. Each Bidder must submit a list of three (3) references for which it has completed work of a similar nature as described in the specifications. Please include company name, contact person, phone number and project description for references.
12. Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board. The District reserves the right to reject any or all proposals and to waive technicalities in the bidding. Any such decision shall be considered final. Only bids in compliance with the provisions of the specifications will be considered. At the time of acceptance, the District reserves the right to increase or decrease quantities of any item at the same price as provided in the bid.
13. This agreement shall be subject to cancellation by the District in the event of failure of the successful bidder to perform, keep and observe any of the conditions of the contract.
14. The District in its discretion shall have the option to renew this agreement with the Bidder upon the same covenants and conditions contained herein for an additional one successive contract year.

SPECIFICATIONS

The following specifications are to be understood as minimum standards for Printing of Activity Guides for the District. The District reserves the right to choose any of the alternatives prior to the production of any of the activity guides.

Quantity:	Item #1: 26,500 finished activity guides per season (4 total) The District will not pay for overruns.
Printing Process:	Printers that use press web offset or commercial sheet fed printing will be acceptable. Newspaper web offset is not acceptable.
Pages/Project:	Item #1: 60-80 pages including cover (divisible by 16, 8 or 4) Item #2: 60-80 pages including cover RECYCLED PAPER Additional pages may be added or deleted as needed for each item.
Collating & Binding:	Item #3: Perfect binding with adhesive Item #4: Saddle Stitching with staples
Folding:	Must be flat without creases or gussetting.
Finished Size:	8.375 inches wide by 10.875 inches high
Ink:	Body & Cover: 4-color ink process with bleeds on all pages. Ink must not vary from color to color or from page to page. Ink balance is expected to match evenly on all pages.
Cover Stock:	80# glossy text (or similar) – supply sample
Body Stock:	50# bright white offset (or similar) – supply sample
PreFlight Files:	To avoid production delays, printer must run all District-supplied electronic files through <i>Flight Check</i> software (or an equivalent program) to detect potential problems within 24 hours of receipt.
Proofs:	Match print or similar high resolution accurate proof of entire activity guide. Proofs must be delivered to 213 Walnut Street, St. Charles, IL. If printer has an online proofing system, the District will use it. An approval is required by the District before printing begins.
Postal Cost:	Bidder will supply weight of each actual publication for postal cost calculation to District prior to delivery of activity guides. The District will prepay postage.

Mailing: The District will supply printer with the necessary zip codes and an updated carrier route delivery list per project.

Packaging: The entire mailing must meet U.S. Postal Service standards (EDDM) and requirements for bulk mail.

Shipping: The finished copies are to be delivered to the St. Charles Post Office, the South Elgin Post Office and the Wayne Post Office by 9am on the specified delivery date(s) according to the District's Activity Guide Schedule of Delivery Time. Additional activity guides will be delivered to the Baker Community Center Annex, 213 Walnut Street, St. Charles, Illinois.

Alternates: Blow-In Card

- 26,500
- 4-color ink process with bleeds
- 80# gloss white text (or similar) – supply sample
- Pre-press & Quantity: same as activity guide
- Size 4.5 inches by 6 inches, 1 card, 2-sided
- Must be 'blown in' during binding process, not bound inside

Supplement Insert

- 26,500
- 4-color ink process with bleeds bound in activity guide
- 70# gloss white text (or similar) – supply sample
- Pre-press & Quantity: same as activity guide
- Size 8.5 inches by 10.875 inches, 1 page, 2-sided, perforated tear out

An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.

ACTIVITY GUIDE SCHEDULE OF DELIVERY TIME

The District's designer will upload printer-ready PDF files to Vendor's FTP site as follows:

Spring 2025	January 21, 2025
Summer 2025	April 22, 2025
Fall 2025	July 22, 2025
Winter 2026	November 19, 2025

Vendor will deliver the activity guides to the post office and District facilities as specified herein as follows:

Spring 2025	February 3, 2025
Summer 2025	May 5, 2025

Fall 2025
Winter 2026

August 4, 2025
December 2, 2025

Similar dates from the Activity Guide Schedule of Delivery Time shall also apply to the following year for these activity guides: Spring 2026 through Winter 2027. If the District exercises its option to renew the contract for an additional one-year successive year, similar dates (with final dates determined by the District) will apply for these activity guides: Spring 2027 through Winter 2028.

BID PROPOSAL FORM

Dear Public Relations & Marketing Manager,

The following is our printing company's Bid Proposal to the St. Charles Park District, St. Charles, Illinois for Printing of Activity Guides. Having carefully examined and become familiar with all conditions of the Legal Notice, General Conditions, Instruction to Bidders and Specifications and having satisfactorily completed the Bid Proposal Form, References and supplying Project Samples, I do agree, should this proposal be accepted, to execute and enter into a contract with the St. Charles Park District to fulfill the requirements herein for the sum set forth in the following bid that includes all materials, work to be performed and the provision of all services necessary to deliver the District activity guides as outlined and in strict conformity with specifications as prepared by the St. Charles Park District.

This Bid Proposal is to be in effect for sixty (60) days from bid opening date.

Respectfully submitted,

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 2012 (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

Printing Company _____

Address _____

Representative _____

Title _____

Phone _____ Email _____

Authorized Signature _____

Today's Date _____

NOTE: THE FULLY-COMPLETED BID PROPOSAL FORM, ALONG WITH THE BID SECURITY, AND REFERENCES SHALL BE SUBMITTED ENCLOSED TOGETHER IN ONE SEALED ENVELOPE CLEARLY MARKED WITH BIDDER'S NAME AND "BID PROPOSAL: PRINTING OF ACTIVITY GUIDES" BY 10AM ON WEDNESDAY, OCTOBER 16, 2024.

Please write "No Bid" in any areas that do not pertain to your printing capabilities.

PRESS RUN

Quantity: 26,500 of each activity guide

Printing Process: _____ Web Offset _____ Sheet Fed

PAGES/PROJECT BID

Item #1

60-80 pages including cover: _____

+/- 4 additional pages: _____

+/- 8 additional pages: _____

+/- 16 additional pages: _____

Item #2

60-80 pages including cover (RECYCLED PAPER): _____

+/- 4 additional pages: _____

+/- 8 additional pages: _____

+/- 16 additional pages: _____

Item #3

Perfect binding with adhesive: _____

Item #4

Saddle stitching with staples: _____

ALTERNATES

Blow-In Card: _____

Supplement Insert: _____

REFERENCES

Company _____

Contact Person _____

Phone _____

Project Description _____

Company _____

Contact Person _____

Phone _____

Project Description _____

Company _____

Contact Person _____

Phone _____

Project Description _____

CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the Board of Commissioners of the St. Charles Park District (“District”), and _____ (“Vendor”) (collectively referred hereto as “the Parties”).

WHEREAS, the District has requested public bids for printing services (“Work”);

WHEREAS, the Vendor has submitted a bid for provision of the Work; and

WHEREAS, the District desires to enter into this Agreement with Vendor to provide the Work in accordance with the Bid Documents.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Duration of Contract.** This Agreement shall be effective from January 1, 2025 and shall continue in force and effect through December 31, 2027 with option to renew for one year.
2. **Contract Documents.** The documents comprising the entirety of this Agreement are the Bid Documents as defined in the General Conditions and this Contract.
3. **Document Supremacy.** In the event any term or provision of this Agreement conflicts with a term or provision of the Bid Submission Form, the term or provision of this Agreement shall prevail.
4. **Compensation.** Vendor shall provide all services as awarded by District and shall be compensated in the amount of _____ Dollars (\$ _____) for the Work, in accordance with the terms of the Bid Documents.
5. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have signed this Agreement on the ____ day of _____, 2024.

BOARD OF COMMISSIONERS OF
ST. CHARLES PARK DISTRICT

VENDOR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____