



VILLAGE OF LISLE
REQUEST FOR PROPOSAL (“RFP”)
#1292

PRINTING SERVICES FOR VILLAGE
NEWSLETTER

DUE BY:
FRIDAY, JUNE 28, 2019 AT 11:00 AM CST

AT:
CUSTOMER SERVICE COUNTER
925 BURLINGTON AVE, LISLE, IL 60532

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1. **Purpose**

The Village of Lisle is seeking proposals from qualified full-service printing firms (“Firm(s)”) to perform generally design, printing, and mailing services (“Services”) of its quarterly Village newsletter.

2. **Background Information**

The Village of Lisle serves a population of 22,390 residents. The Village designs, prints and mails approximately 13,000 newsletters on a quarterly basis (or approximately 52,000 on an annual basis) to households within the Village. The Newsletters are generally mailed out in March, June, September and November each year.

In recent years, the Village has tried various iterations of producing the newsletter. For example, utilizing in-house staff, sub-contracting with existing Village service provider(s), and purchasing service from various publishers on an as needed basis. Ideally, the Village would like to establish a relationship with a single full-service printing firm and enter into a multi-year agreement.

3. **Term**

The Contract period (referred to as “Term”) would be one (1) year with up to four (4) additional one-year option years.

4. **General Requirements**

All responding firms must have a minimum of 5 years of experience providing high quality professional design, printing, and mailing services to units of local governments. Preference will be given to Firms with experience providing service to municipalities in and around the Chicago metropolitan area.

5. **Newsletter Content**

The Village will provide the Firm with draft content for each newsletter edition and supplementary report in a Microsoft Word format. On occasion, additional content such as photos, images, logos, and/or clip art may be provided in conjunction with specific articles or news stories. Such documents will likely be in pdf, gif, jpg and/or png formats.

6. **Scope of Services**

- A. **Initial Design Set Up.** The Firm shall assist Village staff in the initial ONE-TIME design and layout of the newsletter including, but not limited to, paper selection, font(s), coloring, template design, formatting, file type(s), and resolution.
- B. **Newsletter Production.** On a quarterly basis or four times per year, the Firm shall receive Content from the Village in one of the electronic file formats named above. The Firm shall provide design, publishing and mailing services that include:
 - i. Spelling and grammatical editing of article content;

- ii. Professional design and layout of articles, pictures, graphs, tables and/or graphics;
- iii. A preliminary proof of final newsletter in either electronic or hard copy format to be approved by the Village prior to mailing.
- iv. Printing of finalized approved newsletter;
- v. Delivery and drop off of newsletters to the appropriate U.S. Post Office;
- vi. Sorting and postage with a half fold layout for mailing purposes. Note - Firm shall work with the Village to maintain an accurate mailing list of all households in the Village. Village will supply current list at the beginning of agreement.

7. **Specifications**

Frequency	Quarterly
Estimated Quantity	13,000 per quarter
Pages per Issue	8 Pages
Paper	8.5 x 11, double sided, 70# gloss text stock. Recycled paper is requested. Proposals may include alternates.
Printing	Printing should be done on a four-color offset press
Binding	Pieces should be folded in half and stapled center. Additional suggestions will be taken into consideration.
Proofs	Printer must present digital proofs within 5 business days of receipt of files.
Delivery	No more than 7 business days after approval of proof
Postage	Pemit Imprint, Flats

8. **Submission Requirements**

Proposals shall include, at a minimum, the following information:

- A. **Firm Overview.** Brief overview of the Firms history and key personnel.
- B. **Qualifications.** Description of Firm’s qualifications, experience, and involvement in projects of similar size and scope and no less than five examples of work products.
- C. **Production Workflow.** Describe the proposed production workflow including initial design set up, transferring of content, design, production, mailing, and other relevant processes involved.
- D. **References.** Include the names of at least three professional references (preferably municipal), along with address and telephone information. The proposers grant the

Village permission to contact said references and ask questions regarding prior work performance.

- E. **Schedule of Charges.** Using attachment titled **Schedule of Charges**, provide unit pricing for each item listed, describe any additional costs as needed, and include any increases or adjustments for option years. Authorized representative must sign Schedule of Charges.

9. **Submission Method**

Sealed proposals will be received by the Customer Service Counter located in the main lobby of Village Hall located at 925 Burlington Ave, Lisle, IL 60532 until **FRIDAY, JUNE 28, 2019 AT 11:00 AM CST (“Deadline”)**. Each proposal shall include three copies and shall be submitted in a sealed envelope plainly marked with the title of the RFP and proposer’s full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

10. **Evaluation Criteria**

Village Staff will evaluate all properly submitted proposals, and will score and rank all proposals with respect to the following criteria:

- Quality of Proposal Submission
- Qualifications
- References
- Cost

11. **Proposal and Contract**

Each proposal submitted is an offer only by each respective Proposer to provide and perform the Services to the Village. Issuance of this RFP does not obligate the Village to pay any costs incurred by any Proposer for the preparation and submission of a proposal. The decision by the Village to accept or reject a proposal is a function of the quality, reliability, capability, reputation, and expertise of the Proposers. After reviewing all proposals, the Village may identify certain Proposers with whom the Village desires to conduct an interview. The Village may negotiate with Proposers concerning proposed pricing, the delivery of Services, or any other contractual terms.

Any Proposer preliminarily selected by the Village to perform the Services must enter into a contract with the Village in a form provided by the Village for the performance of the Services (“**Contract**”). If a preliminarily selected Proposer is unwilling to enter into the Contract, the Village reserves the right to reject that Proposer’s proposal and preliminarily select another Proposer to perform the Services.

The final award of the Contract to any preliminarily selected Proposer is subject to approval by the Village Board. By submitting a proposal in response to this RFP, each Proposer certifies that it understands and agrees that if the Village Board approves and awards the Contract to the Proposer, the Proposer will be bound to enter into the Contract within 15 days after receiving notice thereof.

12. **Withdrawal of Proposals**

Proposals may be withdrawn at any time prior to the Deadline, provided that a written, signed request by the Proposer for the withdrawal of such proposal is filed with the Village prior to the Deadline. The withdrawal of a proposal prior to the Deadline will not prejudice the right of a Proposer to submit a new proposal before the Deadline. No proposal shall be withdrawn without the consent of the Village for a period of 60 days after the Deadline.

13. **Certification of No Collusion**

By submitting a proposal in response to this RFP, each Proposer represents, warrants, and certifies that it has not colluded with any other person, consultant, or corporation while preparing and submitting its proposal, and that the proposer is the only person or party interested in the proposal.

14. **Freedom of Information Act**

All information submitted to the Village in response to this RFP will be a public record and will be subject to disclosure, subject to applicable exemptions, under the Illinois Freedom of Information Act, 5 ILCS 140, et seq. ("Act"), after the award of the contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following information from disclosure: Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested. Proposers that desire to have portions of their proposals considered for this exemption should identify those portions accordingly.

15. **Payment**

All payments for the Services will be made by the Village in accordance with the requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. iv.

16. **Questions**

If any proposer has questions about this RFP, proposer may submit inquiries via email to procurement@villageoflisle.org. All inquiries must be in writing and received no later than **5 Business Days before the Deadline**. Inquiries will be addressed in a published addendum. All proposers are responsible for monitoring the Village's website, obtaining and acknowledging any and all addenda issued by the Village in connection with this RFP.

ATTACHMENTS

- **SCHEDULE OF CHARGES**
- **EXAMPLE OF CURRENT NEWSLETTER**
- **EXAMPLE OF INDEPENDENT CONSULTANTS AGREEMENT FOR PROFESSIONAL SERVICES**

SCHEDULE OF CHARGES

RFP #1292 - PRINTING SERVICES FOR VILLAGE NEWSLETTER

Unit prices inserted below are based on the services outlined herein subject to modification. The unit prices inserted must include all of the direct and indirect costs of performing the services. The Village will not pay the consultant for any unit price items not included in the Schedule of Charges. The quantities are estimated and only provided to establish a unit price.

Service	UM	Est. Annual Qty	Unit Price	Total
One Time - Initial Design Set Up	L.S.	1		
Newsletter Production	Each	52,000		
Estimated Postage (for budget purposes only)	Each	52,000		

Adjustments or Increases for Option Years:

Option Year 1 _____ %
 Option Year 2 _____ %
 Option Year 3 _____ %
 Option Year 4 _____ %

If there are additional costs not listed in Schedule, Proposer may list costs on separate sheet of paper with explanation.

Company Name _____

Address _____

Phone _____ **Fax** _____

Contact Person _____ **Email Address** _____

Authorized Representative _____ **Date** _____

(Signature)

(Print)

Examples of current Newsletters can be found by visiting:

<https://www.villageoflisle.org/Archive.aspx?AMID=39>

INDEPENDENT CONSULTANTS AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into by and between _____ (hereafter the "Consultant") and VILLAGE OF LISLE (hereafter "VILLAGE").

WHEREAS, Consultant will be performing work and providing services for VILLAGE (hereafter, "Services") as set forth in the proposal and the following documents: _____, all of which are attached hereto as **Exhibit A**; and

WHEREAS, this Agreement, together with the documents attached as **Exhibit A**, constitute the Contract Documents setting forth the rights, duties and obligations of the parties; and

WHEREAS, Consultant may have Subconsultants, material suppliers and one or more employees engaged in the performance of said work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Consultant hereby further agrees to the following:

1. STANDARD OF PERFORMANCE

Consultant represents and certifies that the Services will be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants performing services of a similar nature in existence during the Term. Consultant shall devote, and shall cause all of its staff and sub-consultants to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively and efficiently and to the satisfaction of the Village.

2. SERVICES

Consultant hereby represents and warrants that Consultant will provide, perform, and complete all work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to perform the Services in accordance with these terms and conditions, including without limitation the Standard of Performance, Specifications & Scope of Services. The warranties expressed in this Section shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village. The Village retains final authority with respect to all decisions related to the Services. The Village may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's fees, shall be documented by a written amendment and signed by both parties.

3. CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

4. DEFAULT

If, at any time during the Term of the Agreement, Consultant breaches any term, condition, representation, or warrant made by Consultant, the Village may, in its sole discretion, determine that the Consultant is in default ("Event of Default"). If the Consultant fails to cure any Event of Default to the Village's satisfaction within 10 days after receipt of notice thereof, the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- a. Cure by Consultant. The Village may require the Consultant, within a reasonable time, and at the Consultant's sole cost and expense, to: (i) complete or correct the Services, or any part thereof; (ii) take any other action necessary to complete or correct all or any part of any Event of Default; and (iii) take any and all other action necessary to bring the Consultant and the Services into compliance;
- b. Cure by Village. The Village may, at the Consultant's sole cost and expense: (i) complete or correct the Services, or any part thereof; (ii) take

any other action necessary to complete or correct all or any part of any Event of Default; and (iii) take any and all other action necessary to bring the Consultant and the Services into compliance with the Agreement. Any amount due to the Consultant under the Agreement or any other agreement Consultant may have with the Village may be withheld by the Village against amounts claimed due by the Village pursuant to this Subsection;

- c. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as a result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant; and
- d. Termination of Agreement by Village. The Village may immediately terminate any Agreement without liability for further payment of amounts due or to become due under the Agreement after the effective date of termination.

5. COMPLIANCE WITH LAWS

Consultant represents and certifies to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONSULTANT must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, any applicable prevailing wage laws, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

6. INDEMNIFICATION

To the fullest extent permitted by law, to waive any and all rights of contribution against VILLAGE and to indemnify and hold harmless VILLAGE and its 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, expert fees and court costs) arising out of or resulting from the performance of CONSULTANT's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of CONSULTANT, any Subconsultant, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which VILLAGE would otherwise have. CONSULTANT shall similarly, protect, indemnify and hold and save harmless, VILLAGE, its officers, officials, employee, 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 CONSULTANT's breach of any of its obligations under, or CONSULTANT's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONSULTANT or any Subconsultant under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

7. INSURANCE

To keep in force, to the satisfaction of VILLAGE, at all times during the performance of any work referred to above, the following insurance coverage:

Professional Liability Insurance

CONSULTANT shall obtain and maintain, at his own expense, CONSULTANT's professional liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of CONSULTANT's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment.

Liability Insurance

A. Commercial General and Umbrella Liability Insurance

CONSULTANT 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 cover liability arising from premises, operations, independent Consultants, 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).

VILLAGE shall be included as an insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to VILLAGE.

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

B. Business Auto (if applicable) and Umbrella Liability Insurance

CONSULTANT 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.

C. Workers Compensation Insurance

CONSULTANT shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, CONSULTANT shall furnish VILLAGE 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 VILLAGE prior to the cancellation or material change of any insurance referred to therein. Written notice to VILLAGE shall be by certified mail, return receipt requested.

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

VILLAGE shall have the right, but not the obligation, of prohibiting CONSULTANT 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 VILLAGE.

Failure to maintain the required insurance may result in termination of this contract at VILLAGE's option.

CONSULTANT shall provide certified copies of all insurance policies required above within 10 days of VILLAGE's written request for said copies.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the VILLAGE. At the option of the VILLAGE, CONSULTANT may be asked to eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officers, officials and employees 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.

3. Sub-Consultants

CONSULTANT shall cause each consultant employed by CONSULTANT to purchase and maintain insurance of the type specified above. When requested by the VILLAGE, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each consultant.

Miscellaneous Insurance Provisions

Under no circumstances shall the VILLAGE be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

- (a) allowing any work to commence by CONSULTANT before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance received from CONSULTANT;
- (c) failing to advise CONSULTANT that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

CONSULTANT agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the VILLAGE.

Nothing contained in this Contract is to be construed as limiting the liability of CONSULTANT. The VILLAGE does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the VILLAGE, or CONSULTANT, but are merely minimums. The obligations of CONSULTANT to purchase insurance shall not, in any way, limit its obligations to the VILLAGE in the event that the VILLAGE should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by CONSULTANT's insurance.

In the event CONSULTANT fails to furnish and maintain the insurance required by this Contract, the VILLAGE, upon 7 days written notice, may purchase such insurance on behalf of CONSULTANT, and CONSULTANT shall pay the cost thereof to the VILLAGE upon demand or shall have such cost deducted from any payments due CONSULTANT. CONSULTANT agrees to furnish to the VILLAGE the information needed to obtain such insurance.

All insurance provided by CONSULTANT shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

8. CERTIFICATION OF SERVICES

To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.

9. OWNERSHIP

CONSULTANT grants to VILLAGE, in perpetuity, a license to use the drawings, specifications and other work products of CONSULTANT and its consultants for its own purposes. Reuse of any of the drawings, specifications or other work products of CONSULTANT and its consultants without the written consent of CONSULTANT, and/or the consultant, as the case may be, shall be at the risk of the VILLAGE and VILLAGE agrees to indemnify, defend and hold harmless CONSULTANT, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. VILLAGE shall endeavor to give CONSULTANT prior written notice of VILLAGE's intent to reuse any work products.

10. RECORDS

CONSULTANT agrees to maintain, without charge to the VILLAGE, all records and documents for projects of the VILLAGE in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONSULTANT shall produce records which are responsive to a request received by the VILLAGE under the Freedom of Information Act so that the VILLAGE may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONSULTANT shall so notify the VILLAGE and if possible, the VILLAGE shall request an extension so as to comply with the Act. In the event that the VILLAGE is found to have not complied with the Freedom of Information Act due to CONSULTANT's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONSULTANT shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that CONSULTANT shall have the full control of the ways and means of performing the work referred to above and that

CONSULTANT or its employees, representatives or Subconsultant are in no sense employees of VILLAGE, it being specifically agreed that CONSULTANT bears the relationship of an independent CONSULTANT to VILLAGE.

This agreement shall be in full force and effect from the _____ day of _____, 20_____ until such time as it is terminated by VILLAGE.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20_____.

VILLAGE OF LISLE

CONSULTANT

Name

Name

Title

Title

Date

Date