<u>VILLAGE OF LOMBARD</u> REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda BIDS AND PROPOSALS

To:	President and Village	e Board of Truste	ees	
FROM:	William T. Lichter,	Village Manager		
DATE:	March 27, 2006	Agenda Date:	April 06, 2006	
TITLE:	Bid Opening For:	Printing of Lon	nbard Pride Newsle	tter/2 Year Contract
SUBMITTER	BY: Community Deve	-		
Total Num	Were Published March ber of Bids Received ber of Bidders Meeting		3	ed March 24, 2006
	ty Required			No
	ce Bond Required			No
	Bids Withdrawn			No
•	anation:			
*	Bids Requested?		Yes	No
	s, explain:			_
Award Rec	ommended to Lowest I	Responsible Bidd	er Yes	<u>x</u> No
If no,	, explain: Staff recomi	mends rejecting	all bids	
FISCAL IMPA	<u>ACT</u> : stimate/budget estimate	;		
8	· · · · · · · · · · · · · · · · · · ·			
Amount of A	Award			
RACKCROUN	ND/RECOMMENDATION	•		
	mends rejecting the 3		d rebidding the pi	roject using different
	to lower the cost.			.
	nended Bidder Worked	_	•	_No
	s, was quality of work a		_ Yes	No
	d in accordance with Pu			No
Waiver of bi	ds - Public Act 85-1295	o does not apply	_Yes	
REVIEW (as	needed):			
Village Att	•		Date	9
Finance Di			Date	
Village Ma		177h	Date	
				- x · · · · ·

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.

acting



March 24, 2006

TO:

President and Board of Trustees

FROM:

David Hulseberg, AICP

Director of Community Development

RE:

Bid Opening For Lombard PRIDE

Three bids for the Lombard PRIDE were opened at 11 a.m. March 24, 2006. The following bids were received:

The Printing System

\$42,400.00

The Ink Well

\$48,350.44

Precise Printing, Network, Inc.

\$49,660.00

The bids are attached for your review.

Staff recommends rejecting the above bids and rebidding the project based on the following:

- a) Only three bids were received. This is a low number of bids to receive for this project.
- b) Paper costs. Several of the printers suggested that bids would be lower if the paper could be substituted for a different, similar stock.

Since this is a two-year contract, staff requests rejecting the above bids and rebidding the project on a different paper stock to lower the cost of printing the Lombard PRIDE.

Please place this item on the consent agenda for the April 6, 2006 Board of Trustees meeting. If you have any questions, please feel free to contact me. Thank you.

Attachments

DAH/jmk

Contract Document Number CD0707 Page 18

VILLAGE OF LOMBARD BID PROPOSAL

Proposal for Contract Document Number (NUMBER). We hereby agree to furnish to the Village of Lombard (PLACE ITEMS TO BE PURCHASED) in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

(PLACE PROPOSAL OUTLINE HERE)

PRINTING FOR THE LOMBARD PRIDE NEWSLETTER

10 12 page issues at \$3,400.00 = \$34,000.00
2 16 page issues at \$4,200.00 = \$8,400.00
TOTAL FOR ALL ISSUES
Optional Insert Page \$899.00

Proposal for Contract Document Number (NUMBER). We hereby agree to furnish to the Village of Lombard (PLACE ITEMS TO BE PURCHASED) in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

(PLACE PROPOSAL OUTLINE HERE)

Document No: CD 0767 For Lombard Pride Newsletter

Print 10 1800 with 12 pages

2 colors Black & PMS - 701 Vellum

Convert to 81/2 x 11 Booklet, Deliver to P.O. & village Hall.

Print 2 18500 with 16 pages, Same As Above

10 1554es - 12 pages at 3817.14 @ = 38.171.40
2 1554es - 16 pagesat 5089.52 @ = 10,179.04

Total ALL 155UES # 48.350.44

Optional Insurt Page 630.20

Proposal for Contract Document Number (NUMBER). We hereby agree to furnish to the Village of Lombard (PLACE ITEMS TO BE PURCHASED) in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

(PLACE PROPOSAL OUTLINE HERE)

21m per Issue

$$\frac{\mathcal{E}_{ACL | ISSUP}}{\{10\} | 12 \text{ Page 155UPS}} = 4 + 40,500, \omega$$

$$(2) | 16 \text{ Pase 155UPS} = 4 + 4580. \omega = 49,160 \omega$$

$$Total \text{ For all 155UPS} = 49,660.00$$

Optional
Print 8/2 XII Inset Page - # 1225.00

Proposal for Contract Document Number (NUMBER). We hereby agree to furnish to the Village of Lombard (PLACE ITEMS TO BE PURCHASED) in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

(PLACE PROPOSAL OUTLINE HERE)

21m per Issue

$$\frac{\text{Each 1884P}}{(10) 12 \text{ Page 1884es}} = 4 + 4050.\omega = 40,500,\omega$$
(2) 16 Page 1884es at 4 4580.\omega = 49,160.\omega

Total For all 155425 \$ 49,660.00

Print 8/2 XII Ins+ Page - \$ 1225.00

VILLAGE OF LOMBARD BID PROPOSAL (CONTINUED)

Delivery of the item(s) will	be within 10 day(s) following notification of bid award.
State length and terms of w	arranty(s): 2 year	
Is your bid in compliance w If answer is no, list deviatio	rith specifications?:Years on the provided "Specif	es No fication Deviation" Form.
Signed on this 23 rd day of	f <u>М</u> МССН, 2006.	
If an individual or partnersh	ip, all individual names of	each partner shall be signed:
Ву:		
Print Name: Position/Title:	<u> </u>	
Ву:		
Print Name: Position/Title:		
Company Name :: Address line 1 :: Address line 2 :: Telephone ::		
If a corporation, an officer	duly authorized should	sign and attach corporate seal
PLACE CORPORATE SEAL HERE	By:	Richard Franky
	Print Name: Position/Title:	PRESIDENT
	Company Name:	PRECISE PRINTING NETWORK, INC
	Address line 1:	1242 B. REMINICTON ROAD Schaumbers Il 6017
	Telephone::	847-885-9500

Contract Document Number CD0707 Page 20

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

CONTRACTOR'S (BIDDER) CERTIFICATION **BID PROPOSAL**

[RECISE PRINTING PRIMAR, INC. (Name of Contractor/Bidder), having submitted a bid on a contract for
LUMBARD PRIDE NEWLETTER (General description of item(s) bid on) to
the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding on the
aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of
Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.
By: Richard Frank Authorized Agent of Contractor/Bidder

Subscribed and sworn to before me this ______ day of ______, 2006.

Official Seal Tiffany Baker Notary Public State of Illinois My Commission Expires 01/04/2010

The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

VILLAGE OF LOMBARD SPECIFICATION DEVIATION

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

N/A
A second
Signature of Bidder
3-23-06 Date

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

- 1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
- 2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
- 3. The Specification Deviation Form must be signed and dated even if no deviations are taken. \sim
- 4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

VILLAGE OF LOMBARD

(Sample Contract for Construction Projects)

			CONTRACT DOCUMENT NUMBER
betw refer	een a	nd sha as (tl	is made thisday of, 20 all be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter ne "Village") and () hereinafter to as (the "Contractor") and its
docu	ments	s, the	in consideration of the mutual promises of the parties delineated in the contract Contractor agrees to perform the services and the Village agrees to pay for the following orth in the contract documents:
			(The description, quantities and proposal prices are stated here)
1.	This attac	contr hed h	act shall embrace and include all of the applicable contract documents listed below as if ereto or repeated herein:
	a.	Spector _	cification and contract document no, consisting of the following:
		i)	Cover Sheet
		ii)	Table of Contents
		iii)	Invitation to Bid on Contract Document No Legal Notice
		iv)	General Terms, Conditions and Instructions
		v)	Specific Terms, Conditions and Instructions and Blue Prints
		vi)	Bid Proposal Form
		vii)	Plans and Specification Deviation Form
	b.	The (Contractor's Bid Proposal Dated
	c.	Requ	ired Performance and Payment Bonds and Certificate of Insurance

2.	The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ paid in accordance with the provisions of the Local Government Prompt Payment Act.
3.	The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4.	The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5.	Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6.	Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7.	In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8.	This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
Presi	IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village dent, and the Contractor have hereunto set their hands thisday of, 20
	individual or partnership, all individual names of each partner shall be signed or if a corporation, an er duly authorized shall sign here:
Acce	pted thisday of, 20
Indiv	idual or Partnership Corporation

Contract Document Number CD0707
Page 26

Ву	Position/Title Position/Title	
Ву		
Print Company Name		_
THE VILLAGE OF LOM	BARD, ILLINOIS	
Accepted thisday of _	, 20	
		William J. Mueller Village President
	Attest:	Brigitte O'Brien Village Clerk
Approved for issuance:		
Rhonda Heabel Management Analyst	Date	
Approved contents of contr	ractual documents:	
Thomas P. Bayer Village Attorney	Date	

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

for	, (Name of Contractor) having submitted a bid on a contract (Name of Contractor)
hereby certifies that sai	(General description of item(s) bid on) to the Village of Lombard, d contractor is not barred from bidding on the aforementioned contract as a result
	Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any er state or of a federal statute containing the same or similar elements.
	By:Authorized Agent of Contractor
Subscribed and sworn t before me this	
day of	
Notary Public	

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

, having submitted a bid/proposal for
, to the Village of Lombard, hereby certifies that said contractor has
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
By:Authorized Agent of Contractor
Subscribed and sworn to before me this, 2006.
Notary Public

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

, having submitted a bid/proposal for
, to the Village of Lombard, hereby certifies that said contractor is
not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
By:Authorized Agent of Contractor
Subscribed and sworn to before me this
Notary Public

NOTARY PUBLIC

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E FHA Rules, 49 CFR 382

	FHA Rules, 49 CFR 382
he	reby certifies that it is in full compliance with the
[Company Name]	on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq.,and that	ee/driver or "all employee drivers"]
is/are currently participating in a drug ar	nd alcohol testing program pursuant to the aforementioned rules.
	[Company Name]
77	
Ву	·;
	Its:
SUBSCRIBED AND SWORN TO	
before me this day	
of, 2006.	

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors, Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Proposal for Contract Document Number (NUMBER). We hereby agree to furnish to the Village of Lombard (PLACE ITEMS TO BE PURCHASED) in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

(PLACE PROPOSAL OUTLINE HERE)

Document No: CD 0767 FOR Lombard Pride Newsletter

Print 10 155UES WITH 12 PAGES

2 colors Black all PHS - 7015 Vellum

Convert to 8'/2 x/1 Booklet, Deliver to P.O. & village Hall.

Print 2 155UES WITH 16 PAGES, Same As Above

10 1554es - 12 pages at 3817.14@ = 38.171.40
2 1554es - 16 pages at 5089.52@ = 10,179.04

Total ALL 1550es

* 48.350.44

Optional Insurt Page 630.20

VILLAGE OF LOMBARD BID PROPOSAL (CONTINUED)

Delivery of the item(s) will	be within $3-4$	day(s)	following 1	notification of	bid award.
State length and terms of wa	arranty(s): <i>Nont</i>	<u>E</u>			
Is your bid in compliance w If answer is no, list deviation				ation" Form.	
Signed on this <u>33</u> day of	<u>March</u> , 200	06.			
If an individual or partnersh	ip, all individual nar	nes of	each partne	r shall be signe	ed:
Ву:					
Print Name: Position/Title:	<u>. · · </u>				
Ву:					
Print Name: Position/Title:					
Company Name: Address line 1: Address line 2: Telephone:					
If a corporation, an officer	duly authorized sh	nould s	ign and att	ach corporate	e seal
PLACE CORPORATE SEAL HERE	ByPrint Name		Caro	nordow	
	Position/Title	:	Presid	ent Iceo	
	Company Name				
					d, Lombaro . IR boits
	Telephone	:	630 a	168 0050	

Contract Document Number CD0707 Page 20

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

CONTRACTOR'S (BIDDER) CERTIFICATION BID PROPOSAL

The Ink Well (Name of Contract	or/Bidder), having submitted a bid on a contract for
	(General description of item(s) bid on) to
the Village of Lombard, hereby certifies that said	d contractor/bidder is not barred from bidding on the
	n of either Section 33E-3 or 33 E-4 of Article 33E of
	ny similar statute of another state or of a federal statute
containing the same or similar elements.	•
•	\mathcal{A}
By:	(Mil
· ·	Authorized Agent of Contractor/Bidder
	3
	1
Subscribed and sworn to before me this 23	and day of March, 2006.
	<u></u>
	·
	OFFICIAL SEAL
Michelle M. Knickowskii	\$ MICHELLE M KULIKOWSKI \$
Notary Public	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/01/08
-	CANADA AND AND AND AND AND AND AND AND AN

The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

VILLAGE OF LOMBARD SPECIFICATION DEVIATION

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

None	QUIRED, PLEASE USE THE BACK OF THIS PAGE
	Signature of Bidder
	3/23/06 Date

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

- 1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
- 2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
- 3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
- 4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

VILLAGE OF LOMBARD

(Sample Contract for Construction Projects)

CONTRACT DOCUMENT NUMBER C D0707

This agreement is made this <u>23</u> day of <u>Narch</u>, 20<u>0</u>C between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (<u>The Ink Wed</u>) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

(The description, quantities and proposal prices are stated here)

- 1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and contract document no. <u>CD</u> 0707 for <u>Printing</u>, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. <u>C o 0707</u> Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated 3.2306
 - c. Required Performance and Payment Bonds and Certificate of Insurance

- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$_4835\$ paid in accordance with the provisions of the Local Government Prompt Payment Act.
- 3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 3-4 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
- 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
- 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

	N WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village nt, and the Contractor have hereunto set their hands thisday of, 20
	dividual or partnership, all individual names of each partner shall be signed or if a corporation, an duly authorized shall sign here:
Accepte	ed this 23 day of March, 20 Ob
Individu	ual or Partnership Corporation X

By /)		Position	/Title
By -	Pres	Ident Position	<i>CE</i> D /Title
The Inv Weyl Print Company Name			
THE VILLAGE OF LOMBAR	RD, ILLING	OIS	
Accepted thisday of	, 20		
			William J. Mueller Village President
	Attest:		Brigitte O'Brien Village Clerk
Approved for issuance:			
Rhonda Heabel Management Analyst	Date		
Approved contents of contractu	ıal docume	ents:	
Thomas P. Bayer Village Attorney	Date		

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

The Ink Well, (Name of Contractor) having submitted a bid on a contract (Name of Contractor)
for <u>CD 0707 Printing</u> (General description of item(s) bid on) to the Village of Lombard
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result
of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any
similar statute of another state or of a federal statute confaining the same or similar elements.
By: Authorized Agent of Contractor
Subscribed and sworn to before me this 23 rd
day of
,
OFFICIAL SEAL MICHELLE M KULIKOWSKI NOTARY PUBLIC - STATE OF ILLINOIS
Michelle M. Kuliko wiski My commission expires: 10/01/08 Notary Public

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

The Ink Well CO 0707	, having submitted a bid/proposal for, to the Village of Lombard, hereby certifies that said contractor has
a written sexual harassment policy i	By: Authorized Agent of Contractor
Subscribed and sworn to before me this 23 rd day of March, 2006.	OFFICIAL SEAL MICHELLE M KULIKOWSKI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/01/08

Michelle M. Kulikowski Notary Public

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

The	Incheu	, having submitted a bid/proposal for
	CD 0707	, to the Village of Lombard, hereby certifies that said contractor is
not delinq	uent in the payment of	any tax administered by the Illinois Department of Revenue, or if it is:
		g its liability for the tax or the amount of tax in accordance with tablished by the appropriate Revenue Act; or
		into an agreement with the Department of Revenue for payment of all is currently in compliance with that agreement.
		By: Authorized Agent of Contractor
before me	d and sworn to this 23 rd, 2006.	OFFICIAL SEAL MICHELLE M KULIKOWSKI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION SYPIPES (100)

Mchalle M. Kulkowski Notary Public

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E FHA Rules. 49 CFR 382

1 11A Raics, 47 C1 R 302
The Ink Well hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et. seq., and that Carol, Paul + JACOB Horgan
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.
The Ink Well
[Company Name]
By: Chil
Its:

SUBSCRIBED AND SWORN TO before me this day 23 rd of <u>March</u>, 2006.

OFFICIAL SEAL
MICHELLE M KULIKOWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/01/08

Michelle M. Kulikowskii NOTARY PUBLIC

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer: Sentry Ins Named Insured: The Inxwey

Policy Number: 34-43907-06

Policy Period: 10-31-05 TO 10-31-06

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Contract Document Number CD0707 Page 18

VILLAGE OF LOMBARD **BID PROPOSAL**

Proposal for Contract Document Number (NUMBER). We hereby agree to furnish to the Village of Lombard (PLACE ITEMS TO BE PURCHASED) in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

(PLACE PROPOSAL OUTLINE HERE)

PRINTING FOR THE LOMBARD PRIDE NEWSLETTER

10 12 page issues at

\$3,400.00 =

\$34,000.00

2 16 page issues at

\$4,200.00 =

\$8,400.00

TOTAL FOR ALL ISSUES

\$42,400.00

Optional Insert Page

\$899.00

VILLAGE OF LOMBARD BID PROPOSAL (CONTINUED)

Delivery of the item(s) will	be within 14 day(s) following notification of bid award.
State length and terms of w	rarranty(s):
	with specifications?: Ves No ons on the provided "Specification Deviation" Form. f March , 2006.
If an individual or partnersh	nip, all individual names of each partner shall be signed:
Ву:	
Print Name: Position/Title:	
Ву:	
Print Name: Position/Title:	
Company Name: Address line 1: Address line 2: Telephone:	
If a corporation, an officer	duly authorized should sign and attach corporate seal
PLACE CORPORATE SEAL HERE	By

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No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

CONTRACTOR'S (BIDDER) CERTIFICATION BID PROPOSAL

(Name of Contractor/Bidder), having submitted a bid on a contract for Contract for General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements. By: Authorized Agent of Contractor/Bidder
Subscribed and sworn to before me this 23 rd day of Mach, 2006.
Notary Public OFFICIAL SEAL SVENS WENZEL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 11-2-2007

The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

VILLAGE OF LOMBARD SPECIFICATION DEVIATION

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE	IS REQUIR	ED, PLEASE USE	THE BACK O	F THIS PAG
			· · ·	
				·
		- /	r - I.	V 1 4 x = -
			· · · · · ·	
		Signature of I	Bidder	
		Date		

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

- 1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
- 2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
- 3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
- 4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

c.

VILLAGE OF LOMBARD

(Sample Contract for Construction Projects)

CONTRACT DOCUMENT NUMBER					
This agreement is made thisday of, 20 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and () hereinafter to as (the "Contractor") and its successors.					
Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:					
(The description, quantities and proposal prices are stated here)					
1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:					
a. Specification and contract document no for, consisting of the following:					
i) Cover Sheet					
ii) Table of Contents					
iii) Invitation to Bid on Contract Document No Legal Notice					
iv) General Terms, Conditions and Instructions					
v) Specific Terms, Conditions and Instructions and Blue Prints					
vi) Bid Proposal Form					
vii) Plans and Specifications and Specification Deviation Form					
b. The Contractor's Bid Proposal Dated					

Required Performance and Payment Bonds and Certificate of Insurance

- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$_____paid in accordance with the provisions of the Local Government Prompt Payment Act.
- 3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within ____ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
- 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
- 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this __day of _____, 20_.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this Zafay of Werch, 2006

Individual or Partnership ____ Corporation ____

FROSTORT

Contract Document Number CD0707 Page 26

Ву	Positi	on/Title
Ву	Positi	on/Title
Print Company Name		_
THE VILLAGE OF LOMBA	ARD, ILLINOIS	
Accepted thisday of	, 20	
		William J. Mueller Village President
	Attest:	Brigitte O'Brien Village Clerk
Approved for issuance:		
Rhonda Heabel Management Analyst	Date	
Approved contents of contract	ctual documents:	
Thomas P. Bayer Village Attorney	Date	

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

\mathcal{T}
Penting Well. (Name of Contractor) having submitted a bid on a contract (Name of Contractor)
for Printing Compared (General description of item(s) bid on) to the Village of Lombard,
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result
of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any
similar statute of another state or of a federal statute containing the same or similar elements.
Vaint TN
By: Atlanta State Control By: Atlanta State
Authorized Algent of Contractor

Subscribed and sworn to before me this 23 day of March,

, 2006.

OFFICIAL SEAL
SYLVIA WENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-2-2007

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

	The Personal System, having submitted a bid/proposal for
,	Perrimo lowers leide, to the Village of Lombard, hereby certifies that said contractor has
	a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
	By: My Authorized Agent of Contractor
	Subscribed and sworn to before me this 73 to day of Warth, 2006.
	OFFICIAL SEAL SYLVIA WENZEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-2-2007

Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

The Pour Tug Septem, having submitted a bid/proposal for

Printing of Linguist., to the Village of Lombard, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

Aythorized Agent of Contractor

Subscribed and sworn to before me this 7314

day of Wards

2006.

OFFICIAL SEAL
SYLVIA WENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11:2-2007

Notary Public

Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E FHA Rules, 49 CFR 382

The Printing Syglu hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFF
382 et.seq.,and that
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules
The Penting System (Company Name) By: Its. Persum

SUBSCRIBED AND SWORN TO

before me this day 23th

<u>arch</u>, 2006.

NOTARY PUBLIC

OFFICIAL SEAL
SYLVIA WENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-2-2007

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:	
Named Insured:	
Policy Number:	
Policy Period:	
Endors. Effective Date:	

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.