

REQUEST FOR PROPOSALS CITY OF HIGHLAND PARK, IL

NEWSLETTERS: PRINTING AND DISTRIBUTION

DUE: BY NOON, FRIDAY, JUNE 24, 2022

Please drop off, mail, or e-mail all responses to: Erin K. Jason, Assistant City Manager

1707 St. Johns Avenue Highland Park, IL 60035 847.926.1004

E-mail: ejason@cityhpil.com

CITY OF HIGHLAND PARK, IL

REQUEST FOR PROPOSALS NEWSLETTER PRINTING AND DELIVERY

I. OVERVIEW

The City of Highland Park ("City") is seeking proposals from firms for the printing and distribution of two City newsletters. Printing and distribution dates vary according to the publication.

II. SUBMITTAL INSTRUCTIONS

PROSALS must be received by following date/time for consideration:

DATE: Friday, June 24, 2022

TIME: 12:00 PM for In-Person Drop-off, Delivery Service, or Emailed submissions (Submittals arriving via

USPS must be received by June 24, 2022)

DELIVER TO: Erin K. Jason, Assistant City Manager

City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035

E-mailed submissions will be accepted at <u>ejason@cityhpil.com</u> by noon on Friday, June 24th. All emails will be acknowledged to confirm receipt.

Additional proposal instructions are included in Attachment A.

III. NEWSLETTER PRINTING AND DELIVERY SPECIFICATIONS

A. THE HIGHLANDER

Estimated Quantity – Six (6) issues of a quantity of 14,000 each, printed every other month, beginning in October, 2022.

Size - 8-1/2" X 11" finished size. Sheet size 17" X 11", one fold. Please Quote for 16 page issue, 20 page issue, and 24 page issue as size may vary issue to issue.

Paper Stock – Please Quote 70# FSC certified recycled white offset and alternative option of same or higher quality.

Binding – Trim and fold, saddle stitch when appropriate. Final size to be 8-1/2" X 11".

Typesetting – The City will provide electronically. Newsletter is produced in Adobe InDesign.

Color – The newsletter is currently printed in two colors, usually black and one PMS. **Please Quote both the two color option as described herein as well as a new full color option.**

Delivery – Target dates for release to the Highland Park Post Office will be prior to, or on, the 15th of each month. The City's Executive Assistant to the City Manager will provide a production schedule. Turnaround time from delivery of document to Printer, to delivery of newsletter to City and to the Post Office, shall be no more than seven (7) working days. Newsletters are to be packaged and carrier-route presorted. There are approximately 47 routes. It is the responsibility of the Printer to know and understand all requirements as specified or changed from time to time by the Post Office.

All leftover newsletters are to be delivered to City Hall at 1707 St. Johns Avenue, Highland Park, Illinois 60035. **Printer is to provide delivery service to the Post Office and the City.** Leftover newsletters are to be packed in cartons or boxes.

B. SHORELINES

Estimated Quantity – Two (2) 20 page issues of a quantity range varying from 800-1,400 each with flexibility and one (1) 24 page issue of a quantity of 1,000 - 1,500. **Please Quote** options for quantity flexibility in 200 copy increments from 800 to 1,400 for 20 page issues and for quantity flexibility in 250 copy increments from 1,000 - 1,500 for the 24 page issue.

Size – Sheet size – $8 \frac{1}{2}$ " x 11" finished size. Two, twenty (20) page issues and one, twenty-four (24) page issue; 17" X 11" sheet size, one fold.

Paper Stock – **Please Quote** 70# FSC certified recycled white offset and alternative option of same or higher quality.

Binding – Gather, stitch and fold.

Typesetting – The City will prepare electronically. The newsletter is produced in Adobe InDesign and Calendar in Microsoft Word.

Color – Text prints in two PMS colors each issue – usually black, plus one PMS.

Delivery – Turnaround time from delivery of document to Printer, to delivery of newsletter to Senior Center and to the Post Office, shall be no more than five (5) working days. Newsletters are to be individually addressed, Cass certified, run through NCOA and labeled with an **intelligent mail barcode**. There are approximately 47 routes. It is the responsibility of the Printer to know and understand all requirements as specified or changed from time to time by the Post Office. **To facilitate the printing of the bar codes, an updated list of members' addresses will be provided with each issue.** The three issues will be delivered only to Senior Center members.

All extra copies of each issue of the newsletter shall be packaged and delivered to the City of Highland Park Division of Senior Services, 1201 Park Avenue W, Highland Park, Illinois 60035 by the agreed-upon production schedule.

IV. ADDITIONAL SPECIFICATIONS

<u>Proofs</u> – Proofs must be delivered electronically by the Printer to the City for review and change prior to release. Proof copy with changes shall be provided electronically to the Printer in a timely manner. The Printer shall provide the City with an opportunity to review the revised proof of each newsletter prior to its public delivery. The Printer must prepare negatives. Any corrections on proofs attributable to the Printer shall not be billed to the City. Any corrections or additions attributable to the City will be charged to the City.

Artwork – If required, Printer must be capable of providing artwork at an agreed-upon hourly rate.

<u>Halftones</u> – Any halftones required will be charged as a separate item and must be listed as such on any billing submitted. Printer will be required to strip in halftones. The Printer must provide an estimate of the additional charge prior to proceeding with printing of halftone.

Paper Stock – Samples of all paper stock specified must be submitted as part of the proposal.

<u>Samples of Work</u> – Samples of similar work must be submitted upon written request before award of contract. A customer list may be required, if deemed necessary, before the contract is awarded.

<u>Proofs, Negatives, and Layout Materials</u> – Proofs, negatives, and layout materials are to remain the property of the City, and shall be returned to the City upon request.

<u>Over-runs</u> – Over-runs are acceptable only if the City agrees, in advance and in writing, to the over-run amount prior to release. The City may specify different amounts of over-runs for each issue as needs change.

Under-runs – Under-runs are not acceptable and will be considered a breach of contract.

<u>Sales Representative</u> – Printer must provide a professional sales representative to assist the City in all aspects of the newsletters. The sales representative must be available upon 24 hours verbal notification from the City. Pick-up and delivery of proofs, changes, etc. will be the responsibility of the Printer.

Payment – Payment shall be made within 30 days from successful completion of each edition.

<u>Terms of Contract</u> – Term of contract will be for three years from commencement of contract. The contract can be renewed up to two years if mutually agreeable to the City and the Printer.

<u>Termination of Contract</u> – Any contract based upon this Request for Proposals may be terminated by the City upon thirty days' written notice to the Printer.

V. SUBMITTAL REQUIREMENTS

All vendors must complete the entire proposal specification completely in order to be considered.

A. PROPOSAL PRICES

Please submit proposal prices based on, and according to, Section III A and B, NEWSLETTER PRINTING SPECIFICATIONS. Please itemize quotes on Attachment B.

B. REFERENCES AND SAMPLES

- 1. Please supply a list of firms/municipalities for which your firm has completed similar jobs. For each reference, list the service or product supplied; a contact person's name and phone number; and the time period in which the work was completed; and the date of completion.
 - 2. Please provide a sample of your most recent and relevant work.

VI. EVALUATION CRITERIA

All proposals will be reviewed and analyzed by a committee consisting of City of Highland Park employees ("Proposal Review Committee"). The award of contracts based upon this Request for Proposals, if it is awarded, will be to the vendor or vendors whose proposal is determined by the Proposal Review Committee to be in the best interest of the City. Recommendation of the award may be given in whole, or in parts, at the discretion of the Proposal Review Committee. Any and all awards are subject to the approval of the City. The contract will be awarded to the vendor or vendors whose proposal most closely satisfies the overall specifications as well as a number of other factors, including, but not limited to, the following:

Cost:

Award of the contract will be based in part upon the total cost of alternatives selected by the Proposal Review Committee. Under each alternative, the vendor shall indicate the cost for the work performed.

Experience/Quality:

The award of the contract may be based upon the vendor's previous experience proven ability in performing the type of work indicated in these specifications. Among the factors that may be considered are: experience with jobs of similar size and scope, quality of work, quality of materials, and reliability.

Potential vendors must state the price associated with each option of the project as laid out on Exhibit 1 to Attachment B.

<u>Inspection of Premises</u> – The Proposal Review Committee shall have the authority to inspect the Printer's premises, and may reject a Printer's proposal if a determination is made that the newsletter cannot be successfully produced on the Printer's premises.

VII. CONTRACT

Attachment B contains the contract that will be entered between the City and the Printer that is awarded the project. The Contract between the City and the Printer will incorporate all Request for Proposal materials and the winning proposal.

REQUEST FOR PROPOSALS

ADDITIONAL INSTRUCTIONS TO PRINTERS

Preparation of Proposals

All proposals for the Work shall be made only on Attachment B to this Request for Proposals, entitled "Schedule of Prices," and shall be complete with a price for each and every item named in the Schedule of Prices. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All Printers or prospective Printers will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and Printer'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, in person, or via email. Emailed proposals should include the subject line: NEWSLETTERS: PRINTING AND DISTRIBUTION. Proposals received after the time specified above will not be considered.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not prepared in accordance with this Request for Proposals may be rejected. If not rejected, the City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with this Requests for Proposals.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Printers.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Printers should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Printer's proposal by the City, the successful Printer's proposal shall be incorporated into the contract for the work.

CITY OF HIGHLAND PARK

CONTRACT FOR THE PRINTING AND DISTRIBUTION OF CITY NEWSLETTERS

Full Name of Printer ("Printer"):		 	
Principal Office Address:			
Local Office Address:			
Contact Person and Title:		 -	
Telephone:	E-mail Address:		

TO: City of Highland Park ("Owner")

1707 St. Johns Avenue Highland Park, IL, 60035 Attention: Erin K. Jason

Assistant City Manager

Printer warrants and represents that Printer has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.

1. Work Proposal

- A. <u>Contract and Work</u>. Printer agrees that Printer shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":
 - 1. Labor, Equipment, Materials and Supplies.
 Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the printing and delivery of the *Highlander* and *Shorelines* newsletters, as specified in Sections III and IV of the Request for Proposals.
 - Permits. Procure and furnish all permits, licenses, and other governmental approvals and authoriza-tions necessary in connection therewith;

- 3. <u>Bonds and Insurance</u>. Procure and furnish all bonds and all insurance certificates specified in this Contract;
- 4. <u>Taxes.</u> Pay all applicable federal, state, and local taxes;
- Miscellaneous. Do all other things required of Printer by this Contract; and
- 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. <u>Performance Standards</u> Printer agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications included in Sections III and IV of the Request for Proposals.

- C. Responsibility for Damage or Loss. Printer agrees that Printer shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Printer's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Printer with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Printer's expense and risk.

2. Contract Price Proposal

Printer agrees that Printer shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

The schedule of prices is provided in Exhibit 1 to this Contract.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
- 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Payment shall be made within thirty (30) days from successful completion of each newsletter edition

All payments may be subject to deduction or setoff by reason of any failure of Printer to perform under this Contract. Each payment shall include Printer's certification of the value of all Work for which payment is then requested and Printer's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

A. Printer agrees that Printer shall commence the Work within 10 days following the effective date of this Contract, provided Printer shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). Printer further agrees that Printer shall perform the Work diligently and continuously and shall complete the Work as specified in Sections III and IV of the Request for Proposals. Printer shall be responsible for completion of all Work as required by this Contract, notwithstanding any strike or work stoppage by employees of either Printer or the City.

B. This Contract shall terminate on September 30, 2025, provided, however, that this Contract may be renewed for up to two additional years upon the mutual agreement of the City and the Printer.

4. Financial Assurance

- A. <u>Bonds</u>. Printer agrees that Printer shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.
- B. <u>Insurance</u>. Printer agrees that Printer shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the effective date of this Contract. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Printer's duty to carry adequate insurance or on Printer's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-

injury \$500,000 ea. employee-disease \$500,000 disease-policy Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. <u>Comprehensive General Liability</u>

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an

"occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

- C. <u>Indemnification</u>. Printer agrees that Printer shall indemnify and save harmless Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Printer's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.
- D. <u>Penalties</u>. Printer agrees that Printer shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Printer's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

6. Printer's Representations and Warranties

In order to induce Owner to enter into this Contract, Printer hereby represents and warrants as follows:

- A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. <u>Compliance with Laws</u>. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Printer agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. <u>Not Barred</u>. Printer is not barred by law from contracting with Owner or with any other unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. <u>Qualified</u>. Printer has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Printer to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In executing this Contract, Printer acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Printer in this Contract.
- B. <u>Acceptance</u>. Printer shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- C. <u>Remedies</u>. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

- D. <u>Time</u>. Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.
- E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Printer; or of any requirement or provision or this Contract; or of any remedy, power, or right of Owner.
- F. <u>Severability</u>. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.
- G. <u>Amendments</u>. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Printer.

DATED this ______ day of ______, 2022.

- H. <u>Assignment</u>. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Printer except upon the prior written consent of Owner.
- I. <u>Governing Law</u>. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- J. <u>Termination</u>. Notwithstanding any provision of this Contract to the contrary, Owner may terminate this Contract at any time upon 30 days prior written notice to the Printer. In the event that this Contract is so terminated, the Printer shall be paid for Work actually performed prior to the date of termination.
- K. <u>Conflict of Interest</u>. Printer represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Printer or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Printer nor any person employed or associated with Printer has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Printer nor any person employed by or associated with Printer shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

,		
ATTEST:	PRINTER:	
Ву:	By:	
lts:	lts:	
ATTEST:	CITY:	
Ву:	Ву:	
Ashley Palbitska	Ghida S. Neukirch	
Deputy City Clerk	City Manager	

RFP RESPONSE: SCHEDULE OF PRICES SUBMISSION

EXHIBIT 1 TO CONTRACT

Company Name

Printing and Distribution of All City of Highland Park Documents, including *The Highlander* and the *Shorelines*

	Cost/Issue	: Certified Recycled Paper Option	Cost/Issu	e: Alternative Paper Optio
Option 1 - 16 page two tone:	\$	x 6 issues =	\$	x 6 issues =
Option 2 - 16 page full color:	\$	x 6 issues =	\$	x 6 issues =
Option 3 - 20 page two tone:	\$	x 6 issues =	\$	x 6 issues =
Option 4 - 20 page full color:	\$	x 6 issues =	\$	x 6 issues =
Option 5 - 24 page two tone:	\$	x 6 issues =	\$	x 6 issues =
Option 6 - 24 page full color:	\$	x 6 issues =	\$	x 6 issues =
B. Printing and Distribution of	Shorelines 2	20 page (flexible		
number of copies):	Cost/Issue	: Certified Recycled Paper Option	Cost/Issu	e: Alternative Paper Optio
Option 1 - 800 copies	\$	x 2 issues =	\$	x 2 issues =
Option 2 - 1,000 copies	\$	x 2 issues =	\$	x 2 issues =
Option 3 - 1,200 copies	\$	x 2 issues =	\$	x 2 issues =
Option 4 - 1,400 copies	\$	x 2 issues =	\$	x 2 issues =
C. Printing and Distribution of flexible number of copies):		24 page e: Certified Recycled Paper Option	Cost/Issu	e: Alternative Paper Optio
Option 1 - 1,000 copie		x 1 issue =	<u> </u>	x 1 issue =
		x 1 issue =		x 1 issue =
Option 3 - 1,500 copie	s \$	x 1 issue =	\$	x 1 issue =
D. Hourly Fee for Design Assis	tance as ne	eded: \$/Hour		
Signature of Authorized Official			Date	
Printed Name of Authorized Of	ficial			