# Schaumburg Township District Library Legal Notice Invitation for Bid

Schaumburg Township District Library, IL will accept sealed bids for **Printing of the Schaumburg Township District Library quarterly Guide.** 

Specifications and all Contract Documents are available online at SchaumburgLibrary.org. They may also be obtained from the Schaumburg Township District Library Business Office, 130 S. Roselle Road, Schaumburg, IL, 60193 between the hours of 9 a.m. and 4 p.m., Monday through Friday. Prices quoted must be valid for a minimum of 60 days from the date of the bid opening.

Bids will be received by the Business Office at the above address until **11 a.m. on Thursday, Sept. 9, 2021.** All bids will be publicly opened immediately thereafter.

The Board of Trustees of Schaumburg Township District Library reserves the right to reject any and all bids or to waive any technicalities, discrepancies or information in the bids. Schaumburg Township District Library does not discriminate in admission, access to, treatment or employment in its programs and activities.

General questions regarding this Legal Notice shall be directed to Maureen Howell, at (847) 923-3119. All detailed questions concerning the actual bid specification are to be forwarded in writing via fax to (847) 923-3118 or e-mail to mhowell@stdl.org no less than five (5) business days prior to the scheduled bid opening date.

Annie Miskewitch Executive Director, Schaumburg Township District Library

## EOUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

- 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- **2. That**, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- **3.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
- **4.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- **5. That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- **6. That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- **7. That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Schaumburg Township District Library does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

# STANDARD CONDITIONS

<u>Contract Documents</u>: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "Library" shall refer to Schaumburg Township District Library, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

<u>Interpretation of Contract Documents</u>: Each request for interpretation of the Contract Documents shall be made in writing addressed to Maureen Howell, <u>mhowell@stdl.org</u> or by fax (847) 923-3118, and shall be received at least five (5) business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents.

<u>Electronic Bid Documents</u>: Bidders that download PDF documents from the Library's website must immediately notify Ms. Maureen Howell via e-mail to <a href="mailto:mhowell@stdl.org">mhowell@stdl.org</a> if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the Library and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Library, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the website.

<u>Submittal of Bid</u>: Bids must be submitted to the attention of Maureen Howell, at the above address no later than 11 a.m. on Thursday, Sept. 9, 2021. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in **sealed envelopes** carrying the following information: Bidder's name, address, subject matter and document number of bid as indicated in the specification, and designated date and time of the bid opening.

<u>Withdrawal of Bid</u>: Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

**Bidder's Qualifications**: No award will be made to any Bidder who cannot satisfy to the Library that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Library's decision or judgment on these matters shall be final, conclusive, and binding. The Library may make such investigations as it deems necessary. The Bidder shall furnish to the Library, under oath if so required, all information and data the Library may request for the purpose of investigation.

<u>Preparation of Bid:</u> The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents. The Library will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

<u>Compliance with Laws</u>: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

<u>Alternate to Bids</u>: Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Library's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase <u>Alternate Bid</u> shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, <u>if required</u>, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.

<u>Form of Contract</u>: The form of contract between the Library and the successful Bidder will be a letter referencing the bid specification and the bid submitted by the successful Bidder.

**Freedom of Information Act (FOIA)**: The Library is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Library may be in possession of records covered by this act and therefore will be required to provide the Library with those records upon request and within the time frame of the Act.

**<u>Bid Review</u>**: The Library reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Library will be served by such action. Furthermore, the Library reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Library may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Library upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Library, or had failed to perform faithfully any previous contract with the Library.

<u>Delivery</u>: Where applicable, all materials shipped to the Library must be shipped F.O.B. delivered, designated location, Schaumburg, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the Library, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Library between 9:00 a.m. and 3:00 p.m. <u>weekdays only</u>.

<u>Inspections</u>: The Library shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Library. Any items rejected shall be removed from the premises of the Library and/or replaced at the entire expense of the successful Bidder.

# Schaumburg Township District Library Invitation for Bid Library Quarterly Guide Printing

<u>Intent</u>: The intent of this Invitation for Bid is to solicit firm pricing for the publication, delivery, and mailing of Schaumburg Township District Library's (hereafter "Library") quarterly Guide for November 1, 2021 – October 31, 2022. (First Guide to be printed and delivered will be the Winter (Dec. – Feb.) 2021/22 Guide.)

**Scope**: The Guide is published and distributed District-wide four times annually. The successful vendor will be responsible for both the publication and distribution of the Guide.

<u>Contract Options</u>: The contract period shall be for one year beginning with the first publication in November 2021. Upon mutual agreement, this contract may be extended for two, one-year optional extensions, upon a 90-day written notice from the Library of its intention to exercise this option. The vendor shall respond to the Library's offer of extension within ten working days of receipt as to their desire to extend the contract for one additional year.

A one-time economic adjustment for labor, material and equipment costs shall be allowed for each one-year extension to the contract after the initial one year contract period. This economic adjustment may not exceed the published local Consumer Price Index (CPI) for the previous twelve-month period.

<u>Schedule</u>: Four 24-page issues of the Guide shall be published annually: Winter (Dec. – Feb.), Spring (March – May), Summer (June – Aug.), Fall (Sept. – Nov.). Should the Library choose to renew the contract for one or two optional years, the publication schedule for each optional year shall remain the same as in year one of the contract.

<u>Cancellation</u>: The contract may, at any time during the contract period, be canceled by either the Library or the vendor with 90 days' written notice of cancellation. Should cancellation of the contract be necessary due to the vendor's breach, cancellation by the Library may be made immediately with written or faxed verification of the vendor's receipt of the cancellation notice.

<u>Delivery and Mailing</u>: The successful vendor shall be responsible for determination of all current routes (in consultation with the Schaumburg Post Office), sorting and traying for each mailing (including creation of facing slips and tray tags) and shall have the

ability to use the Post Office's AIS Viewer DVD in accordance with Postal Service Classification Reform guidelines published July 1, 1996 and any/all subsequent updates.

All mailings, which total approximately 50,000 each, shall be delivered to the Schaumburg Post Office, with remaining 2,000 issues being delivered to Schaumburg Township District Library at 130 S. Roselle Road, Schaumburg, IL 60193, 8 a.m. - 4 p.m., Monday - Friday.

## **DESCRIPTION**

#### **Inks:**

Four color process

## **Quantity:**

■ All issues will print 52,000 copies.

## **Number of Pages in Each Issue:**

All issues will be 24 pages. The Library reserves the option to add an additional 1-2 spreads for select issues, understanding this addition will impact the price charged for that issue.

## **Finished Size:**

■ 8.5 x 11 (flat 17 x 11) self-cover stapled.

#### Paper:

• Paper shall be #1 grade white 70# matte stock. Bidders shall specify what paper they intend to use and also provide a sample of the paper with their bid submittal.

#### Sample:

• A sample of a previous issue of the Guide is available upon request from Maureen Howell at Schaumburg Township District Library, 130 S. Roselle Road, Schaumburg IL or via mail by e-mailing a request to mhowell@stdl.org.

## Library will provide:

A print quality PDF

## **Printer will provide:**

- 4-color high quality dylux proof for approval
- Printer will provide pickup and delivery of all proofs and other materials at no additional charge to the Library.

## **Publication requirements:**

Pre-press and printing will take no longer than 10 working days, including 24-hour turnaround for Library approval of proofs. If changes are requested, proofs for changed pages may be e-mailed (in PDF format) for approval.

## Library inspection prior to award of contract:

- It shall be understood by all responding vendors that appropriate staff of the Library shall have access to make a qualifying inspection visit of any and all responding vendors' place of business prior to the final award of the contract and/or samples of their work.
- The appropriate Library personnel shall be allowed to attend a press check at time of printing during regular business hours.
- Any and all vendors will be required to demonstrate experience and ability to print, deliver and mail publications of similar quality and quantity to the Guide.

# **Optional Green Alternative:**

The Library has a strong interest in the type of paper, its recyclability and the Greenness of the product. Although not required, Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), or Programme for Endorsement of Forest Certification (PEFC) certification or equal/better than alternative certification, is desirable. Bidders shall advise available certification at time of submittal. If offering an alternate certification to those listed herein, the Bidder shall provide written documentation for the alternate at time of submittal. The Library will consider the alternate during review of all submittals received and their decision will be final.

## **BID SHEET**

## Note: the Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the Library reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Co	mpany Nan	ne:		
Didding Co.	прапу глап	ic	 	

Winter, Spring, Summer, Fall Issues		Per Issue	4 Total Issues
Cost to print and deliver 52,000 Guides per bid specification; 50,000 to the Schaumburg Post Office and 2,000 (remaining balance) to Schaumburg Township District Library	\$		\$
TOTAL ANNUAL COST (4 total issues )			
Name of paper to be used:			
Have you included your paper sample?		Yes	No
Are you an FSC, SFI, PEFC certified company?		Yes	No
If you are providing an alternate source of certification, have you included required documentation for the proposed source?		Yes	No

		Our firm has not altered any of the written text within this document. Only those areas
r	equ	iring input by the respondent have been changed or completed.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Library must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.

Will you be utilizing a subcontractor?

YES

NO

If yes, have you included all required information with your bid submittal?

- OR-

NO BID – Keep our company on your Bidders List	:Signature :Date
NO BID – Remove our company from your Bidders	:Signature
List	:Date

• Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a bid.

<u>INDEMNIFICATION</u>: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Library against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Library.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

• 1 3	_ (Company Name) is not barred by law from submitting a bid templated herein because of a conviction for prior violations of , 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid
the Illinois Department of Revenu	_ (Company Name) is not delinquent in payment of any taxes to be in accordance with 65 ILCS 5/11-42.1; and that
ILCS 580/1, et seq.; and that	_ (Company Name) provides a drug free workplace pursuant 30

\_\_\_\_\_ (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635: and that

(Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Bidder's Firm Name	Signed Name and Title
Street Address	Print Name and Title

City	State	Zip Code	E-mail Address	
Phone Number			Fax Number	
Date				

# **DETAIL EXCEPTION SHEET**

**EXCEPTIONS**: Any exception <u>must</u> be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The Library reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH BID SHEET.			
Bidder's exceptions are:			