

**A CONTRACT BETWEEN THE VILLAGE OF GURNEE AND _____ FOR
NEWSLETTER PRINTING AND MAILING SERVICES**

This Agreement (“Agreement”) is made and entered into on this 3rd day of February, 2025 (“Effective Date”) between the Village of Gurnee, an Illinois municipal corporation (“the Village”) and _____, an Illinois corporation, (“the Contractor”) (each a “Party” and collectively, the “Parties”).

WHEREAS, _____ provides comprehensive printing and mailing services; and,

WHEREAS, the Village of Gurnee desires to establish a contractual relationship with a printing vendor; and,

WHEREAS, _____ is willing to provide the services described herein at the costs outlined herein to the Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section I: Purpose

The purpose of this contract is to outline the scope of printing and mailing services to be provided by the Contractor to the Village and the associated costs for said services.

Section II: Terms and Conditions

- A. Term of Agreement:** The term of this agreement shall be two (2) years commencing on the Effective Date. The Village may, at its sole option, extend the contract for up to one (1) calendar year following completion of this contract. This contract may be terminated at any time by the Village or Contractor as provided in Section V (B).
- B. Scope of Service and Amendments:** The scope of services and price structure for each service as outlined in Schedule A will be in force beginning on the Effective Date. The Village may elect to amend the scope of services of the contract at any time. If any order causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and this Agreement shall be modified in writing accordingly. However, the Contractor is not obligated to comply with any order unless and until the Parties reach agreement as to an equitable adjustment.
- C. Village Contingency Provisions:** The continuation of any financial obligation beyond the Village’s fiscal year (May 1 through April 30) is subject to and contingent upon sufficient funds being appropriated, budgeted or otherwise made available by the Village. The Village may terminate the entire Agreement or portions thereof and the Contractor waives any and all claims for damages, effective immediately upon receipt of notice if, for any reason, the Village’s funding is not appropriated for is withdrawn or limited.
- D. Contractor Contingency Provisions:** Should the Contractor for any reason become insolvent or bankrupt, the Village or the Contractor shall be entitled to void this

Agreement and discontinue any further service obligation to the Village on no less than seven (7) business day notice.

- E. **Unforeseen Circumstances:** In the event of any unforeseen circumstances which significantly delay the publication of the newsletter, the Village will be eligible for a discount on the cost of printing services for the delayed edition. The amount of the discount shall be negotiated between the Village's representative and the Contractor's representative following mailing of the edition. In the event of any unforeseen circumstances which prevent the publication or mailing of the newsletter, the Village shall not be liable for any costs incurred by the Contractor in the preparation of the impacted edition.

Section III: Services

- A. **Services to be Provided:** The Village retains the Contractor for the purposes of printing and mailing the Village's newsletter, *Keeping Posted*. The Contractor hereby undertakes to perform all services necessary to bring the file to production quality, print, fold, package and mail the publication up to five times per year in accordance with the specifications outlined in Schedule A or as amended from time to time in the manner described in Section II (B).
- B. **Applicable Publications:** The Agreement shall apply exclusively to the printing products described in Section III (A). Should the Village require separate printing services, fees shall be negotiated between the Village and the Contractor.
- C. **Printing Errors:** Should a printing error occur which impacts the final quality of the product which was not in any way caused by the Village, the Village will be eligible for a discount on the cost of printing services for the impacted edition. The amount of the discount shall be negotiated between the Village's representative and the Contractor's representative following mailing of the edition. Repeated errors will give the Village the ability to cancel this Agreement with fourteen (14) day notice.
- D. **Timing of Services:** The Village shall provide the Contractor with at least five (5) business day notice prior to sending a copy of the newsletter for printing. The Contractor shall be required to bring to print production, print, fold, package and deliver the newsletter to the Gurnee post office and overs to Village Hall within seven (7) business days following receipt of the newsletter file from the Village unless other arrangements have been agreed to by the Parties.

Section IV: Price and Payment

- A. **Pricing and Pricing Adjustments:** The Contractor agrees to perform all services outlined above under the pricing outlined in Schedule A. An annual adjustment may be made to this pricing schedule on the anniversary of the Agreement's effective date provided that Contractor compiles with the following terms:
 - i. The Contractor must notice the Village at least five (5) days prior to a price increase.
 - ii. The increase in the Village's cost shall be no greater than the actual increase in the cost incurred by the Contractor.

- B. **Invoicing:** The Contractor shall submit to the Village one (1) invoice for the cost of services performed for each edition of the newsletter. The invoice shall specify in detail satisfactory to the Village the services performed and the prices charged.
- C. **Payment:** The Village shall process the invoice and issue payment no less than thirty (30) days following receipt.
- D. **Postage:** The Contractor shall be required to notify the Village at 7 business days prior to delivery to the Gurnee Post Office of the anticipated cost of postage. The Village shall then process and remit payment directly to the Post Office prior to delivery of the newsletter.
- E. **Pricing Disputes:** The Village shall not be required to pay any portion of any invoice which it disputes in good faith. The Village shall have seven (7) business days prior to receipt of an invoice to notify the Contractor of any pricing disputes it may have and shall attempt to resolve the dispute within fourteen (14) days of issuance of notice to the Contractor. If a good faith resolution cannot be reached, the Parties agree that any litigation shall be conducted in the Lake County Circuit Court.

Section V: Miscellaneous Provisions

- A. **Severability:** The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of component jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed as modified by the court.
- B. **Cancellation:** Notwithstanding any other cancellation provisions, the Village or Contractor may cancel this Agreement at any time for any reason by issuing notice of the intent to cancel thirty (30) days in advance of the cancellation.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date written above.

Village of Gurnee

Signed:_____

Signed:_____

Date:_____

Date:_____

SCHEDULE A SERVICES AND PRICING SCHEDULE

A. *Printing Specifications for Keeping Posted:*

Quantity	Approximately 16,100 per issue, depending on post office routing
Paper Stock	100# silk text
Artwork	To be created in Adobe InDesign and provided in the InDesign File. Also some or all page may be created in Canva and provided in PDF format. Printer is responsible for resolving all InDesign errors, linking all links and images, and getting the file to final pdf form.
Revisions	3 sets of unlimited revisions
Color	CMYK
Photos	Unlimited
Pages	8 pages, 4 sheets double-sided, each 8.5x 11, binded as current style

B. *Printing Specifications for Keeping Posted +:*

Quantity	Approximately 32,600 per issue, depending on post office routing
Paper Stock	80# silk text
Artwork	To be created in Adobe InDesign and provided the in InDesign File. Also some or all page may be created in Canva and provided in PDF format. Printer is responsible for resolving all InDesign errors, linking all links and images, and getting the file to final pdf form.
Revisions	3 sets of unlimited revisions
Color	CMYK
Photos	Unlimited
Pages	Estimate 16 pages, 8 sheets double-sided, pages dependent on community partners, each 8.5x 11, binded as current style

- A. The Village has the right to cancel any issue as well as to modify the number of pages.
- B. *Additional Services:* The successful vendor shall be responsible for getting the file to final pdf print form, printing, collating and folding of the newsletter. This includes but is not limited to linking all links and images, resolving InDesign errors and ultimately getting the file to the final form for the Village's approval.
- C. *Newsletter Mailing Specifications:* The successful vendor shall be responsible for mailing all newsletters at bulk rate (ECRWSS) to specified routes within the Village through the Gurnee Post Office using the Village's bulk mail permit. All newsletters must be bundled and delivered in such a manner as to qualify for the bulk mail rate. Remaining newsletters (overs) are to be delivered to Village Hall between 8 a.m. and 4 p.m. Monday through Friday on the same day as delivery to the Gurnee Post Office.