

December 2, 2024

Bid Documents for 2025-2026 Brochure Series

**Project:** The scope of work involves furnishing all of the required materials, supplies, printing services, and delivery for 2025 Brochure Series, in accordance herewith the plans, and specifications dated December 2, 2024.

**Location:** Park District of Oak Park  
218 Madison Street and peripheral sites as noted  
Oak Park, IL 60302

**Contact:** Ann Marie Buczek  
Park District of Oak Park  
218 Madison Street  
Oak Park, IL 60302  
(708) 725-2022  
AnnMarie.Buczek@pdop.org

**Opening:** All bids are due no later than 1:00 p.m. CST on Monday, December 20, 2024. Bids must be submitted in sealed envelopes, plainly marked: "Seasonal Brochure – Sealed Bid Enclosed" and addressed to Ann Marie Buczek, Director of Marketing and Community Engagement, Park District of Oak Park, 218 Madison Street, Oak Park, IL 60302.

**Park District of Oak Park  
INSTRUCTIONS TO BIDDERS**

1. The following information is enclosed in the Bid Packet.
  - Cover Letter
  - Instructions to Bidders
  - Conditions of the Bid
  - Brochure Bid Specifications
  - 2025 and 2026 Production Schedule
  - Bid Form Worksheet
  - Bid Questionnaire
  - Bid Form References and Authorized Signature
  - Agreement Form
  - Anti-Collusion Affidavit
  - Sexual Harassment Policy Certification
  
2. Please read the material carefully. All figures must be presented on the Bid Form in order to be considered. Information from any other source will be considered supplemental and not as a part of the bid itself.
  
3. The following items must be returned as part of your bid:
  - Conditions of the Bid
  - Brochure Bid Specifications
  - Bid Form Worksheet - containing all totals and details
  - Cover, Body and Insert paper samples
  - Bid Questionnaire
  - 3 References with examples of similar work
  - Authorized Signature
  - Completed and Signed Agreement
  - Completed, Signed and Notarized Anti-Collusion Affidavit
  - Signed Sexual Harassment Policy Certification

**Park District of Oak Park  
CONDITIONS OF THE BID**

**DEFINITION OF TERMS**

Throughout these bid documents, the following terms shall be used:

Bidder - Any individual, firm, company, or corporation submitting a sealed proposal as a bid on the designated item(s) or project.

Contractor - Any individual, firm, company, or corporation whose bid is accepted by the Park District of Oak Park.

Director of Marketing and Community Engagement - The designated representative of the Park District of Oak Park.

**BIDDERS QUALIFICATIONS**

- a. No proposal will be considered from any bidder unless the bidder is known to be skilled and regularly engaged in supplying services of the nature described in the Specifications and is able, financially and otherwise, to supply the 2025 and 2026 Brochure Series for the time period specified in the Agreement.
- b. In order to aid the Park District in determining the responsibility of any bidder, the bidder shall, within 48 hours after being requested in writing by the Director of Marketing & Community Engagement to do so, furnish evidence satisfactory to the Park District of the bidder's experience in the supply of services of the character specified, and the ability to supply the 2025 and 2026 Brochure Series within the required time.
- c. The evidence requested may, without being limited hereby, include the following:
  1. The bidder's performance record with listings of a Brochure Series of a similar character which have been completed, giving the name of the business, date completed, number of pages, number of copies and approximate cost.
  2. Such additional information as will satisfy the Park District that the bidder is adequately prepared to fulfill the Agreement including without limitation, banking, and other financial information.

**BIDDERS REPRESENTATIONS**

Each bidder, by making a bid, represents that the Agreement Documents have been read and understood.

## **EXAMINATION OF PROPOSED AGREEMENT**

- a. Prospective bidders must examine the Agreement Documents carefully and, before bidding, must ask the Director of Marketing & Community Engagement for any interpretation or correction of every ambiguity, inconsistency, error or omission therein. Such interpretation or correction, as well as any additional Agreement provision the Director of Marketing & Community Engagement may decide to include, will be issued in writing as an Addendum to the Agreement which will be emailed to each person recorded as having received a copy of the Agreement Documents from the Park District, and which will also be available together with all other Agreement Documents on the Park District's website for inspection by prospective bidders. Upon such emailing, such Addendum shall become a part of the Agreement Documents, and be binding on all bidders whether or not actual notice of such Addendum is shown.
- b. Only the written interpretation or correction so given by the Director of Communications & Community Engagement shall be binding, and prospective bidders are warned that no other officer, agent or employee of the Park District is authorized to give information concerning, or to explain or interpret, the Agreement. Neither shall the Park District be responsible for any oral instruction, interpretations or modifications.
- c. If the bidder prior to the submission of the bid, fails to call the Director of Marketing & Community Engagement's attention to the existence of any ambiguity, inconsistency, error or omission in the Agreement Documents, the bid will conclusively be presumed to have been based upon the interpretation of such ambiguity, or inconsistency or the directions correcting such error or omission, which may subsequently be given by the Director of Marketing & Community Engagement.

## **EXAMINATION OF SPECIFICATIONS**

Bidders are required to submit their proposals upon the following express conditions:

- a. The bidder shall examine the Specifications and shall make all the investigations necessary to inform the bidder thoroughly of the ability to supply the 2025 and 2026 Brochure Series meeting said specification.
- b. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions or difficulties that may be encountered in the supplying of 2025 and 2026 Brochure Series under the Agreement as a result of failure to make the necessary examination and investigations will be accepted as an excuse for any failure or omission on the part of the successful bidder to fulfill in every detail all the requirements of said Agreement Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

## **COMPLIANCE WITH LAWS**

The successful bidder will be required to comply with all laws including those related to the employment of labor and nondiscrimination with respect to current and prospective employees. The successful bidder will be required to employ individuals without regard to race, creed, color, age, sex, sexual orientation, national origin or ancestry, physical or mental handicap or disability unrelated to ability to perform the essential function of the job, marital status, or current or prior military service and, in accordance with the Illinois Human Rights Act and the rules and regulations of the Illinois Fair Employment Practices Commissions, will be responsible for compliance therewith by any subcontractors providing materials or services. The successful bidder may not utilize any subcontractor who or which is listed as a non-responsible person or entity with the Illinois Fair Employment Practices Commission and therefore ineligible for contracts or subcontractors with any subdivision of the State of Illinois or any of its political subdivisions or municipal corporations.

## **AGREEMENT AWARD**

Agreement awards will be made based on overall cost to the Park District, ability and qualification to supply the 2025 and 2026 Brochure Series described in the Specifications, as well as eligibility under applicable law. The decision of the Park District will be final and binding.

## **FORMS**

All bid proposals are to be submitted on the Bid Form provided, signed in ink in the proper spaces and submitted in a marked and sealed envelope.

## **ERRORS IN THE BID**

The bidder is not relieved from errors in bid preparation.

## **CORRECTIONS / WITHDRAWAL**

If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing. No bid may be withdrawn or cancelled after the closing time for receipt of bids and for a period of 60 days thereafter.

## **TRADE NAMES**

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Bidder shall bid on the item so identified. If the specifications state "or equal," bids on other items will be considered, provided the Bidder clearly identifies the item to be furnished in the bid, together with any descriptive matter which will indicate the character of the item and how it compares with the essential features of the identified item.

The Park District shall have the right to approve or reject as an equal, any article the

Bidder proposes to furnish which contains variations from the specifications.

**PRICE**

Bidders must specify unit prices for each issue in the two-issue series and unit prices for corrections, additional pages, additional copies or other services. Failure to specify unit prices when required may result in bid rejection.

**TAXES**

The Park District is a tax-exempt organization.

**ACCEPTANCE OR REJECTION OF BIDS**

The Park District reserves the right to reject any or all bids, or portions of any or all bids, and also the right to waive any informalities and technicalities in a bid, whenever it deems such action to be in the best interest of the District.

The Park District may consider such factors as overall cost, product quality, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interest. The decision of the Park District will be final and binding.

**CONTRACT TERMINATION**

The Park District of Oak Park has the right to terminate the printing contract with 30-day notice.

**BID DATE EXTENSION**

If less than three sealed bids are received, the Park District reserves the right to extend the bid opening date by two weeks and to contact vendors to solicit additional bids. Bidders submitting sealed bids by the original bid opening date will be given the option of re-submitting a sealed bid. The original bid will not be opened.

**ANTI-COLLUSION AFFIDAVIT**

Bidders shall file an affidavit of anti-collusion, contained herein, with all bids for award consideration.

**SEXUAL HARASSMENT POLICY CERTIFICATION**

Bidders must file a sexual harassment policy certification, contained herein, with all bids for award consideration.

**Park District of Oak Park  
BROCHURE BID SPECIFICATIONS**

- Description: A series of two seasonal program guides as follows of which all include a (1) cover, (2) inside body pages, and (3) additional 6-page insert for spring/summer issues.
  - Spring/Summer 2025 (92 plus cover and insert)
  - Fall/Winter 2025 (96 plus cover)
- Quantities per program guide:
  - Spring/Summer 2025 (28,500)
  - Fall/Winter 2025 (28,500)
- Size (all):
  - Flat Size: 16.75" x 10.875"
  - Folded Size: 8.375" x 10.875"
  - Folding must be flat with no creases or gusseting
  - Must be 3-knifed trimmed
- Inks:
  - 4/4 with bleeds (cover and inside body pages); 4/4 with bleeds (insert)
  - Soy based inks only. The registration of ink must not vary from color to color or from page to page. Ink balance is expected to match evenly on all pages. No variation in ink will be allowed.
- Paper:
  - Cover: 7pt C2S (coated two sides)
  - Inside body pages: 50# white offset (No ground wood. Grade 2 offset or better, 90% brightness, smooth finish, 30% post-consumer waste content or better, green seal certified)
  - Insert: 70# Gloss Text
  - Samples of all paper must accompany bid proposal
- Binding: Saddle stitch with Insert as center spread
- Design Files:
  - Layout will be done in Adobe InDesign CC (PC platform)
  - Print files can be provided as either (1) PDF; or (2) packaged InDesign file with fonts and links that will include pixel or vector files prepared in Photoshop CC or Illustrator CC or as PDFs.
  - Files will be uploaded to the printer's FTP site. Proper login or instructions for upload will be provided to the Park District and their designer.

- Pre-Flight
  - To avoid production delays, printer must run pre-flight/pre-press of all design files supplied by the Park District within 24 hours of receipt to detect any potential problems.
- Proofs
  - Full color match print (cover and insert); dylux proof (inside body pages)
  - Printer must deliver and pick-up proofs and materials to Park District. Final corrections after the color proof can be emailed to the Park District as a PDF when appropriate.
  - Vendor may NOT charge for corrections of printer-generated errors.
- Printing
  - Sheet Fed or Heat Set Web printing is accepted only. (No cold set web printing permitted.) Please specify in your proposal which process is included in your bid.
  - Minimum output of 150 lpi.
  - All printing must be done in-house of the company submitting the bid to the Park District. No third-party outsourcing of printing is accepted.
- Delivery
  - 25,500 brochures are to be packaged in even amounts as specified by delivery service and delivered to the Park District's delivery service company located in Woodridge, Illinois.
  - The balance of brochures are to be delivered to the Park District Administrative Office at 218 Madison Street, on the same day as delivery to the delivery service.
- Production Schedule
  - The Park District brochures contain dated information and delivery on dates indicated on the enclosed brochure schedule is mandatory.
  - Failure to deliver brochures on dates indicated will result in a 5% discount to the printing cost for that issue and could result in termination of the printing contract.
- Alternate Bids
  - The Park District is seeking one base bid for the 2025 brochure series and alternate printing bids to extend an option for the 2026 brochure series using the same specifications as the base bid.
  - The Park District will evaluate the base bid and alternate bids on their own merit and award the total bid in a manner that best serves the interest of the Park District.



- Award of Contract
  - The Park District reserves the right to reject any and all bids, including the alternate bids.
  - The Park District may conduct such investigations as deemed necessary to assist in the evaluation of any bids and to establish the responsibility, qualifications and financial ability of the bidders. This may include a site visit.
  
- L/M/WBE
  - The Park District encourages opportunities for qualified minority-owned, woman-owned, and locally owned business enterprises to compete for and participate in the Park District's supply requirements.
  - The Park District will encourage the vendor to use minority-owned, woman-owned and locally owned business enterprises to supply goods and services.
  - The Park District does not certify vendors but will accept certification from any of the following agencies: U.S. Small Business Administration, Women's Business Development Center, Chicago Minority Business Development Council, State of Illinois Department of Central Management Services, Chicago Transit Authority, METRA, Cook County, and Federation of Women Contractors.



**2025-2026 PROGRAM GUIDE PRODUCTION SCHEDULE - PRINTER'S COPY**

	<b>Spring/Summer 2025</b>	<b>Fall/Winter 2025</b>	<b>Spring/Summer 2026</b>	<b>Fall/Winter 2026</b>
<b>Copy to Printer</b>	Friday Feb. 7	Thursday July 3	Friday Feb. 6	Friday July 3
<b>Proof Approval Deadline</b>	Tuesday Feb. 11	Tuesday July 8	Tuesday Feb. 10	Tuesday July 7
<b>Brochure Delivery to Delivery Service &amp; PDOP</b>	Tuesday Feb. 25	Tuesday July 22	Tuesday Feb 24	Tuesday July 21
<b>PDOP Brochure Delivery to Residents</b>	Friday & Saturday March 1-3	Saturday & Sunday July 26-28	Saturday & Sunday Feb 28-Mar 1	Saturday & Sunday July 25-26

# BID FORM WORKSHEET

## 2025-2026 Brochure Series

**Park District of Oak Park  
218 Madison Street  
Oak Park, IL 60302  
(708) 725-2000**

<u>DATE</u>	<u>DUE DATE</u>
<b>December 2, 2024</b>	<b>December 20, 2024</b>

Sealed bids will be received by the Park District of Oak Park until 1:00 pm CST on December 20, 2024 and then publicly opened for furnishing the following services to be delivered in accordance with the following instructions:

Bid Opening at:                      Park District of Oak Park  
     John Hedges Administrative Center  
     218 Madison Street  
     Oak Park, IL 60302

Bid Delivery to:  
     Park District of Oak Park  
     John Hedges Administrative Center  
     218 Madison Street  
     Oak Park, IL 60302

**Base Bid Proposal  
2025 Brochure Series 2/2  
Cover & Body**

Spring/Summer 2025 (92 pages + Cover + Insert) – 28,000 copies	\$ _____
Fall/Winter 2025 (96 pages + Cover) - 28,500 copies	\$ _____
<b>Total for 2025 Brochure Series</b>	<b>\$ _____</b>

**Base Bid**

Cost for additional 500 copies at time of printing	\$ _____
Cost for additional 4 pages in Base Bid	\$ _____
Cost reduction for eliminating four pages from Base Bid	\$ _____

**Alternate Bid #1 Proposal  
2026 Brochure Series 2/2  
Cover & Body**

Spring/Summer 2026 (92 pages + Cover + Insert) – 28,000 copies \$ \_\_\_\_\_  
Fall/Winter 2026 (96 pages + Cover) - 28,500 copies \$ \_\_\_\_\_  
**Total for 2026 Brochure Series** \$ \_\_\_\_\_

**Alternate Bid #1**

Cost for additional 500 copies at time of printing \$ \_\_\_\_\_  
Cost for additional 4 pages in Alternate Bid #1 \$ \_\_\_\_\_  
Cost reduction for eliminating four pages from Alternate Bid #1 \$ \_\_\_\_\_

## BID QUESTIONNAIRE

Please answer the following questions about your company:

1. How long has your company been in business?

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2. How many customers do you currently have?

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3. How long has your company been printing brochures or catalogs?

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4. How many park districts and recreation departments do you currently provide brochure printing services?

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5. Which type of printing method do you use, sheet-fed or heat-set web?

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6. When and how do you charge for corrections?

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7. What percentage of your brochure orders are delivered on time?

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8. Are you a minority, women-owned, or locally-owned business enterprise?

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9. Please provide any additional information you feel might be useful in explaining your answers from the above questions or any other information we may find useful in making our decision:

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## BID FORM REFERENCES

List three clients for reference checks.

Company Name	Contact Person	Phone	Email
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**Bidder must also submit examples of similar work completed for these clients within the last two years.**

In compliance with your invitation for bids for the supply of 2025-2026 Brochure Series, having examined the Specifications and other Agreement Documents, proposed to furnish the 2025-2026 Brochure Series or about the time set forth therein at the price(s) stated above. These prices cover all expenses incurred in supplying the 2025 and 2026 Brochure Series required under the Agreement Documents, of which this proposal is part.

**Date:** \_\_\_\_\_, **2024**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name and Title**

## AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between \_\_\_\_\_, the "Contractor" and the Park District of Oak Park.

The Contractor and the Park District, for the consideration stated here-in agree, as follows:

Section 1. Scope of Work: The Contractor shall provide all of the materials and perform all of the work described in the specifications attached to this Agreement and titled:

### **Park District of Oak Park 2025-2026 Brochure Series**

The work must be performed in strict accordance with the requirements of this Agreement and all of the specifications.

Section 2. Ownership: All information, graphics, photographs, and other materials used, created, applied, or otherwise produced as any part of the Agreement are and will always remain the property of the Park District.

Section 3. Payment: The Contractor will be paid within 30 days after submitting an invoice to the Park District for the properly completed work under this Agreement. Payment will be made in the amounts stated in the pricing sheets attached to this Agreement and in accord with approved change orders, if any, and subject to all of the provisions of this Agreement.

Section 4. Compliance: The Contractor shall comply with all statutes, rules, and regulations of all federal, State, and local agencies having jurisdiction over the work. All costs associated with complying with statutes, rules, and regulations are the responsibility of the Contractor.

Section 5. Term of Agreement: This Agreement will be in force and effect until the work is properly completed and final payment is made, unless the agreement is terminated sooner by the Park District.

Section 6. Termination: The Park District may terminate this Agreement for the Contractor's failure to perform properly if the Contractor has not completely cured the improper performance within two business after notice of termination from the Park District delivered electronically or personally to the Contractor or such additional time that the Park District, in its sole discretion, may agree to in writing. In that case, the Park District may withhold any or all payments to the Contractor necessary to reimburse the Park District for all costs and expenses incurred by the Park District to complete the work under this Agreement, including without limitation printing or reprinting costs and legal fees. The Park District also may terminate this Agreement for the Park District's convenience at any time. In that case, the Park District shall pay all costs incurred by the Contractor for work undertaken prior to the day of termination, including without limitation set-up costs.

Section 7. Component Parts of Agreement: This Agreement includes all of the following documents:

- Cover Letter
- Instructions to Bidders
- Conditions of the Bid
- Brochure Bid Specifications
- 2025-2026 Production Schedule
- Bid Form Worksheet
- Bid Questionnaire
- Bid Form References and Authorized Signature
- Agreement Form
- Anti-Collusion Affidavit
- Sexual Harassment Policy Certification

Section 8. Governing Law: This Agreement is governed exclusively by the laws of the State of Illinois.

- WHEREFORE, the Contractor and the parties hereto have caused this instrument to be executed as of the day and year first above written

Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Park District of Oak Park

By: \_\_\_\_\_

Jan R. Arnold, Executive Director



**Park District of Oak Park**

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (partner, officer, owner, or other) of \_\_\_\_\_ (the "*Contractor*"), the party making the foregoing bid; that the bid is genuine and not collusive or a sham; that the Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and that the Contractor has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of any bid, whether of the Contractor or of any other bidder, and that the Contractor has not attempted in any way to secure any advantage against any other bidder or any person interested in the Agreement.

The undersigned certifies that he or she is not barred from bidding on this Agreement as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**WRITTEN SEXUAL HARASSMENT POLICY CERTIFICATION**

The undersigned bidder hereby represents and certifies to the PARK DISTRICT OF OAK PARK, Cook County, Illinois, that the bidder has adopted and implemented a written sexual harassment policy which complies with the requirement of Section 2-105(A)(4) of the Illinois Human Rights Act [(775 ILCS 5/2-105(A) (4)] or if the bidder has not adopted and implemented such a written policy, then by submission of any bid to the PARK DISTRICT OF OAK PARK the bidder expressly adopts as its own sexual harassment policy, effective the date of submission of its bid, the policy set forth in Exhibit A-1 attached hereto and by this reference incorporated herein and made a part hereof.

Dated \_\_\_\_\_, 2024.

BIDDER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A-1  
to Written Sexual Harassment Policy Certification**

**SEXUAL HARASSMENT**

**POLICY**

It is the policy of the PARK DISTRICT OF OAK PARK that no employee of it shall be subject to sexual harassment.

**ILLEGALITY**

Sexual harassment is a form of sexual discrimination and is illegal.

**DEFINITION OF SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

**DESCRIPTIONS OF SEXUAL HARASSMENT**

Descriptions of forms of sexual harassment are as follows and are not all-inclusive:

Example 1: A male supervisor suggests to a female subordinate that the best way to get ahead in the district is to make him happy. He tells her that she could really go places if she has sexual relations with him.

Example 2: A female supervisor makes repeated advances to her male assistant. He gives in to her advances and winds up having sexual intercourse with his supervisor about 40 or 50 times, sometimes in the workplace and sometimes elsewhere. He later contends that his supervisor's sexual advances toward him were unwelcome and that he had sexual relations with his superior because he was afraid he would lose his job.

Example 3: In an equipment storage area, several pictures of nude or partially nude woman appear on the walls in the form of calendars, photographs from magazines, posters, and pinups. Male employees who make up the majority of the workforce occasionally use vulgar language and tell off-color jokes. A new female employee complains about the pictures and the language but her supervisor says that the employees who work there are "just being guys" and that she is being "overly sensitive."

Example 4: A group of male and female employees report to a manager that their supervisor subjects them to a steady stream of sexual slurs. The district investigates and discovers that inappropriate sexual comments are being made, but that the comments are directed equally to male and female employees, and, therefore, does nothing.

### **THE DISTRICT'S INTERNAL COMPLAINT PROCESS**

If an employee believes he or she is a victim of sexual harassment, he or she should immediately file a written complaint of same with his or her immediate supervisor, or if none, to the Director. The complaint shall include dates, times and places of the alleged sexual harassment, name(s) of the perpetrator(s) and a description of the conduct complained of, all to the best knowledge of the complainant. If after due investigation the supervisor or Director finds the complaint to be true, such supervisor or Director shall issue a written reprimand and may take more severe disciplinary action such as suspension without pay, demotion or dismissal. If suspension without pay, demotion, or dismissal is recommended, no such action may be taken without the approval of the Director.

### **CIVIL RIGHTS VIOLATIONS**

Under the Illinois Human Rights Act, it is a civil rights violation for any employer, employee or agent of any employer, to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

It is also a civil rights violation for a person or two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment in employment, or because he or she has made a change, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

### **ILLINOIS HUMAN RIGHTS COMMISSION / ILLINOIS DEPARTMENT OF HUMAN RIGHTS**

In addition to or as an alternative to an employee availing himself or herself of the company's internal complaint process discussed above, an employee who believes he or she is the victim of sexual harassment may bring his or her complaint to the attention of the Illinois Department of Human Rights at:

Illinois Department of Human Rights  
100 West Randolph Street  
Chicago, Illinois 60601  
(312) 814-6245

Within 180 days after the date that a civil rights violation allegedly has been committed, a charge in writing under oath or affirmation may be filed with the Illinois Department of Human Rights by an aggrieved person. The Department must then require the respondent to file a

verified response within 270 days thereafter. The complainant may reply to said response within 60 days after it is filed. After the respondent is notified, the Department is required to conduct a full investigation of the allegations. Where there is a failure to settle and charge through conciliation, the Department is required to prepare a written complaint. At any time after a charge is filed, the Department or complainant may petition the appropriate court for temporary relief, pending final determination of the proceedings under the Illinois Human Rights Act. The petition shall be filed in the Circuit Court for the county in which the respondent resides or transacts business or in which the alleged violation took place.

A copy of this policy is to be provided to the Illinois Department of Human Rights upon request.