

VILLAGE OF DOWNERS GROVE
Report for the Village
4/17/2018

SUBJECT:	SUBMITTED BY:
Contract for Office Supplies	Judy Buttny

SYNOPSIS

A motion is requested to authorize a one-year contract with the option for two one-year extensions with Warehouse Direct, Inc. of Des Plaines, Illinois in an amount estimated to be \$53,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 identified *Steward of Financial, Environmental and Neighborhood Sustainability*, and *Exceptional Municipal Services*.

FISCAL IMPACT

The FY18 budget includes \$53,000 in the General Fund (Page 4-3, Line 16) for the purchase of office supplies.

RECOMMENDATION

Approval on the April 17, 2018 consent agenda.

BACKGROUND

Staff issued a request for bids for office supplies. The bid included commonly used office supplies (folders, binders, notepads, calculators, etc.) but excluded paper, furniture and computer-related items. Three firms submitted bids: Shanes's Office Supply, Warehouse Direct, and Garvey's Office Supply. Staff evaluated the proposals in terms of the price for commonly purchased office supply items. The prices of individual items included in the bid varied. None of the companies provided the lowest price on all items in the bid.

Staff determined that Warehouse Direct submitted the lowest cost for the majority of commonly purchased office supply items. Staff also compared prices and terms with cooperative purchasing contracts. Warehouse Direct's costs were lower than the National Joint Purchasing Alliance. The State of Illinois joint purchasing contract is no longer being utilized due to nonpayment from the State.

Based on the results of the bidding process, staff recommends awarding the contract to Warehouse Direct, Inc. for a one year period. Pricing for the commonly purchased office supplies will be locked in for this one year period. Warehouse Direct is also providing discount pricing on one-hundred and fifty office supply items that are not listed on the bid. They offer free next day delivery, and a yearly rebate program. The Village used them in 2005 and 2006 for office supplies, and they provided excellent service. Their references include the Village of Elk Grove and the Village of Addison. The agreement does not require the Village to purchase from Warehouse Direct exclusively and staff will continue to have the ability to use other vendors.

ATTACHMENTS

Contract

Village of Downers Grove



CALL FOR BIDS

- I Name of Company Bidding: Warehouse Direct
- II. Instructions and Specifications:
- A. Bid No.: CFB-06-2018/tt
- B. For: OFFICE SUPPLIES
- C. Bid Opening Date/Time: March 1, 2018, 2 p.m.
- D. Pre-Bid Conference Date/Time: N/A
- III. Required of All Bidders:
- A. Bid Deposit: N/A
- B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
- B. Certificate of Insurance: Required

Legal Advertisement Published: February 15, 2018

Date Issued: February 15, 2018

This document comprises 27 pages

Return (1) **original** and (1) **CD** of Bid in a **sealed envelope** marked with the Bid Number as noted above to:

THERESA H. TARKA
 PURCHASING ASSISTANT
 VILLAGE OF DOWNERS GROVE
 801 BURLINGTON AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5530
 FAX: 630/434-5571
www.downers.us

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CALL FOR BIDS**Bid No.: CFB-0-6-2018/TT**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.

The Village Council reserves the right to accept or reject any and all Bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

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I. CALL FOR BIDS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **2:00 p.m. March 1, 2018.**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including

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any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

- 2.5 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. SUBMISSION OF BID

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time

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set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. REJECTION OF BIDS

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

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8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

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13. INSURANCE REQUIREMENTS

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

14. TAX EXEMPTION

14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected vendor.

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where

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applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

- 19.1 The Bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. INSPECTION

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

21. DELIVERIES

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

22. SPECIAL HANDLING

- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

23. COMPLIANCE WITH OSHA STANDARDS

- 23.1 Equipment supplied to the Village must comply with all requirements and standards as

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specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

24. CAMPAIGN DISCLOSURE

- 24.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 24.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 24.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 24.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

25. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 25.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its subcontractors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its subcontractors.

26. NONDISCRIMINATION

- 26.1 Bidder shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code

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Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et seq.

27. SEXUAL HARASSMENT POLICY

- 27.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 27.1.1 Notes the illegality of sexual harassment;
- 27.1.2 Sets forth the State law definition of sexual harassment;
- 27.1.3 Describes sexual harassment utilizing examples;
- 27.1.4 Describes the Bidder's internal complaint process including penalties;
- 27.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 27.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

28. EQUAL EMPLOYMENT OPPORTUNITY

- 28.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:
- 28.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; 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 underutilization.
- 28.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and

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Regulations) 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.

- 28.4 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, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 28.5 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 bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 28.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 28.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 29. DRUG FREE WORK PLACE**
Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 29.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 29.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

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- 29.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 29.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 29.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 29.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 29.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

30. PATRIOT ACT COMPLIANCE

- 30.1 The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

31. SUBLETTING OF CONTRACT

- 31.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from his obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

32. TERM OF CONTRACT

- 32.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is

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not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.

33. TERMINATION OF CONTRACT

- 33.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

34. BILLING & PAYMENT PROCEDURES

- 34.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 34.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

- 34.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

- 34.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

35. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

- 35.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

36. SUCCESSORS AND ASSIGNS

- 36.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

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37. WAIVER OF CONTRACT BREACH

- 37.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

38. SEVERABILITY OF INVALID PROVISIONS

- 38.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

39. GOVERNING LAW

- 49.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

40. NOTICE

- 40.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

41. AMENDMENT

- 40.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

42. COOPERATION WITH FOIA COMPLIANCE

- 42.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

Village of Downers Grove

III. DETAIL SPECIFICATIONS**OFFICE SUPPLIES**

The undersigned ("Supplier") agrees to furnish to the Village of Downers Grove, an Illinois municipal corporation, hereinafter referred to as the "Village", **OFFICE SUPPLIES** conforming to the specifications attached hereto, in accordance with the terms and conditions set forth herein.

The purpose of this bid is to establish an annual price schedule for miscellaneous office supplies for the Village of Downers Grove. All stock numbers are used for descriptive purposes only.

1. Items shall be priced in the right-hand column of the bid sheet, or include an attachment with pricing.
2. The quantities are listed as approximate.
3. If prospective vendors do not supply particular categories of items, you need to insert no bid in those categories.
4. Bidder will enclose latest catalog with bid proposal.
5. All orders will be placed on line by individual departments, and must be packaged separately, marked for the appropriate department, and be accompanied by a separate packing slip attached to the outside, and inside of the package, listing all items delivered to that department.
6. The bid calls for next day delivery to the following locations:

Village Hall, 801 Burlington Downers Grove, IL 60515
 Fire Station # 2 5420 Main Street Downers Grove, IL 60515
 Police Department 825 Burlington Downers Grove, IL 60515
 Public Works 5101 Walnut Downers Grove, IL 60515

7. Does your firm have a walk-in facility? will call
8. Does your firm provide **FREE DELIVERY** on all orders? yes
9. Does your firm provide on-line monthly invoicing? yes
10. All invoices must be coded to department number, and submitted separately.
11. Does your firm accept ACH payments? Or P Cards payments yes
12. Any discount terms for processing prompt payments? yes

Village of Downers Grove

13. Do you have a rebate program for yearly purchases? yes

14. Special Monthly usage reports are required:

- a. By department number, product number and quantity ordered
- b. Detail and specific departmental recapitulation for adequate audit trail.
- c. Six-month usage reports to be listed alphabetically by description of product, Stock number, department and quantity ordered.
- d. Please include sample of all invoices and reports.

15. Can your firm provide a department report on equal products that would overall reduce cost?

16. What percent of discount do you provide from your catalog on the following items:

Office Supplies 10-70%

Furniture 10-60%

Copy Paper 20-65%

Computer Supplies 10-70%

Village of Downers Grove

NOTE: PLEASE QUOTE EXACT STOCK NUMBERS. QUANTITIES ARE BASED ON ESTIMATED YEARLY USAGE.

	DESCRIPTION	ITEM NUMBER	ESTIMATED QUANTITY	PRICE EACH
1.	Adding Machine Single-Ply Paper Rolls 2.25"x1.50'	PMC08677	100	Each Roll <i>.27 roll</i>
2.	Binders View D_Ring 2 Inch	UNV20746	50	Each Binder <i>1.99 ea</i>
3.	Binders View 8 1/2 x 11 5, 1" White	UNV20962	25	Each Binder <i>1.05 ea</i>
4.	Binders View 11x8 1.5"	UNV20972	25	Each Binder <i>1.27 ea</i>
5.	Binder View 11x8 11x8.5.2" WH	UNV20982	25	Each Binder <i>1.51 ea</i>
6.	Cash Register Rolls 3"x225" BPA Free	PMC05210	100	Each <i>.74 roll</i>
7.	Calendar Ruled Desk Pad 22 x17	AAGSK2400	25	Each <i>2.49 ea</i>
8.	Calendar Refill 3.5x6	AAGE71750	50	Each <i>.79 ea</i>
9.	Clip Binder Small	UNV10200	50	Each Box <i>.17 DZ</i>
10.	Clip Binder Med.	UNV10210	25	Each Box <i>.48 DZ</i>
11.	Clip Binder 3/4"	ACC72020	50	Each Box <i>1.20 DZ</i>
12.	Clip Binder Mini 1/2"	ACC72010	50	Each Box <i>.14 DZ</i>
13.	Clip Binder Large	UNV10220	75	Each Box <i>1.20 DZ</i>
14.	Clip Binder, 15MM	UNV10199	25	Each Box <i>.14 DZ</i>
15.	Clip #1 Gem, NonSkid, 1M	UNV72230	25	Each Box <i>.28 DZ</i>

Village of Downers Grove

	DESCRIPTION	ITEM NUMBER	ESTIMATED QUANTITY	PRICE EACH
16.	Clip Jumbo Smooth 100	UNV72220BX	10 Boxes	Each Box .28 BX
17.	Computer Print Out Paper 20# 9-1/2 x11	UNV15807	50 Boxes	Each Box 17.50 BX
18.	Envelopes CD/DVD ClearWindow White 50/Box	IVR39403	75	Each Box 3.00 Box/50 .06 ea
19.	Envelopes CLSP 5X10 10	QUA37775	20 Boxes	Each Box 9.50 BX
20.	Envelopes Dept 10x13 2 Sided	UNV63568	10 Boxes	Each Box 15.90 BX
21.	Envelopes CLSP 9 x12 28#	UNV35264	10 Boxes	Each Box 6.20 BX
22.	File Jackets Manila Double Top 2" Exp Letter	WHD24920	100 Boxes	Each Box 12.75 Box
23.	Fluid Correct, All Purpose	BICWOC12WE	26 Bottles	Each .31 ea
24.	Folder MLA 1/3 CT, LTR,1	UNV12113	50 Boxes	Each Box 3.99 BX
25.	Folder 1/5 MAA LGL	UNV15115	25 Boxes 4.75	Each Box 7.75 BX
26.	Index, Binder Ltr 8 CLR/ ST	AVE11112	10 Sets	Each Pkg. 67 set
27.	Highlighter Desk	UNV08861	20	Each .18 ea
28.	Label Adrs 1x2 625 30/S	AVE5160	25 Each	Each Pkg. 6.75 BX
29	Marker, Sharpie Twin	SAN32001	25 Each	Each .90 ea
30.	Pad Legal Ruled 8-5 x 11. 1 White	UNV20639	25 Pads	Each Doz. 5.55 DZ
31.	Pad Legal Ruled Ruled Perf, Ltr. Canary	UNV10630	25 Pads	Each Doz. 5.55 DZ
32.	Pen, JetStream. 7MM BK	SAN 73834	25	Each Doz. 1.30 ea
33.	Hot Cups, Paper 12 oz. Coffee Dreams Designs 50/pk	DXE5342CDPK	25	Each/Pk 6.30 PK

Village of Downers Grove

	DESCRIPTION	ITEM NUMBER	ESTIMATED QUANTITY	PRICE EACH
34.	File Pockets Expanding	65792	50	Each <i>.52 ea</i>
35.	Poly Cover Notebook 9 3/8 x 6 Ruled Twin Wire Binding Blue Cover 80 Sheet	REDB4082	35	Each <i>3.40 ea</i>
36.	Pen,Rball,Vsnelt Bold	SAN69000	50 Each	Each Doz. <i>1.60 ea</i>
37.	Pen,Jetstream RT RollerBall WaterproofPen Bold Black	SAN73832	50 Each	Each Doz. <i>1.30 ea</i>
38.	Pen,Jetstream RT RollerBall WaterproofPen Bold Red	SAN73834	50 Each	Each Doz. <i>1.30 ea</i>
39.	Pencil #2 Blackstonian	UNV55520	6 boxes	Each Doz <i>.98 DZ</i>
40.	Post It Notes 1.5x2 12 PK	MMM653YW	100	Each/Pad <i>.10 pad</i>
41.	Post It Notes 4x6 5 CAYW	MMM6605SS	100	Each Pad <i>1.70 pad</i>
42.	Post It Notes 3x3	MMM654YW	75	Each Pad <i>.24 pad</i>
43.	Ribbon Epson FX-890 BK	EPSS015329	30	Each <i>2.75 ea</i>
44.	Rubber bands Size #33 3-1/2 X 1/8 640 Bands /1lb pack	UNV00133	50	Each Box <i>3.60 Bx</i>
45.	Staples Chisel5M/Bx	UNV79000	100 Boxes	Each Box <i>.47 Bx</i>
46.	Storage Boxes Quick Set Up 65% recycled, 59% Post Consumer Legal	UNV-95221	25	Each Pk. <i>3.33 ea</i>
47.	Tab Index 11/3 25PK CLR	AVE16221	25	Each Pk. <i>1.99 PK</i>
48.	TapeCorrection 2/PK Side Wind-2P	UNV75609	20	Each Pk. <i>1.39 ea</i>
49.	Invisible Tape 3/4" x 1000" 1" Core Clear 6/pack	UNV83410	25	Each Roll <i>.59 roll</i>
50.	Packing Tape HP260	DUC0007424	25	Each Roll <i>1.65 roll</i>

Village of Downers Grove

IV. BID/CONTRACT FORM

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

BIDDER:

Warehouse Direct
Company Name

Date: Feb 19 2018

2001 S Moent Prospect Rd
Street Address of Company

PaulSchackie@warehouseDirect.com
Email Address

Des Plaines Ill 60018
City, State, Zip

PAUL Schackie
Contact Name (Print)

800-600-0068
Business Phone

708-785-4540
24-Hour Telephone

847-956-5815
Fax

Robert Swanson
Signature of Officer, Partner or Sole Proprietor

ROBERT SWANSON Sec.
Print Name & Title

ATTEST: If a Corporation
Robert Swanson
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: Village of Homer Glen
 Address: 14240 W 151ST Street Homer Glen Ill 60491
 Telephone # 708-301-0632
 Contact Name PENNY WRIGHT

Municipality Village of Addison
 Address: 1 Friendship PLAZA Addison IL 60101
 Telephone # 630-543-4100
 Contact Name ANNA HENDREY

Municipality: Village of Tinley Park
 Address: 16250 Oak Park Ave Tinley Park Ill 60477
 Telephone # 708-444-5000
 Contact Name JOHN URBANSKI

Municipality: Village of Western Springs
 Address: 740 Hillgrove Western Springs 60559
 Telephone # 708-246-1900
 Contact Name PEG SCHUENKE

Municipality: Village of Bartlett
 Address: 228 S Main St Bartlett Ill 60103
 Telephone # 630-540-5945
 Contact Name LORNA GILES

Municipality: Village of Beecher
 Address: 724 PENFIELD ST Beecher Ill 60401
 Telephone # 708 946-2261
 Contact Name JANET CONNER

Municipality Village of Crete
 Address: 524 Exchange St Crete IL 60417
 Telephone # 708-672-5431
 Contact Name Pamela Hamamon

Municipality Village of Elk Grove
 Address: 901 Wellington Elk Grove Ill 60007
 Telephone # 847-357-4070
 Contact Name Carol Doen

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Warehouse Direct Workplace Solutions

ADDRESS: 2001 S Mount Prospect Rd

CITY: Des Plaines

STATE: ILL

ZIP: 60018

PHONE: 800 600 0069 FAX: 847 956-5915

TAX ID #(TIN): 36-30368011

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Robert Swanson

DATE: 2-19-2018

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to OFFICE SUPPLIES, Bidder WAREHOUSE DIRECT hereby certifies
(Name of Project) (Name of Bidder)
the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
4. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: Robert Swanson
Bidder's Authorized Agent

36-3036801

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 16 day of February,
2018
Debra L Gorman
Notary Public



Village of Downers Grove

BIDDER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of WAREHOUSE DIRECT WORKPLACE SOLUTIONS, and the full names of its Officers are as follows:

President: JOHN MOYER

Secretary: BOB SWANSON

Treasurer: JOHN MOYER

and it does have a corporate seal. (In the event that this Bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Bidder or Supplier is a Sole Proprietor whose full name is: _____ and if operating under a trade name, said trade name is: _____ which name is registered with the office of _____ in the state of _____.

Village of Downers Grove

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes.

INSURER'S NAME HARLEYVILLE PREFERRED COMPANY

AGENT THE HORTON GROUP

Street Address 10320 ORLAND PARKWAY

City, State, Zip Code ORLAND PARK IL 60467

Telephone Number (708) 845-3000

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: WAREHOUSE DIRECT WORKPLACE SOLUTIONS

Print Name and Title of Authorizing Signature: X Robert Swanson

Signature: _____

Date: 2-19-2019

Village of Downers Grove

Suspension or Debarment Certificate
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: WAREHOUSE DIRECT WORKPLACE SOLUTIONS

Address: 2001^S MOUNT PROSPECT RD

City: DES PLAINES IL Zip Code: 60018

Telephone: (800) 600 0069 Fax Number: (847) 956-5815

E-mail Address: Bob Swanson @ WAREHOUSE DIRECT.COM

Authorized Company Signature: X Robert Swanson

Print Signature Name: Bob Swanson Title of Official: SECRETARY

Date: 2-19-2018

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Robert Swanson _____
Signature Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature Print Name