

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2012-0641

**Innoprise Contract #:** C13-0004

**Year:** 2013-15

**Amount:**

**Department:** Finance

**Contract Type:** purchase of goods

**Contractors Name:** Warehouse Direct

**Contract Description:** Multi-Purpose Paper Purchase 2013-15

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100

[www.orland-park.il.us](http://www.orland-park.il.us)



**VILLAGE HALL**

**TRUSTEES**

Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich

January 14, 2013

Mr. Spencer Touchie  
Warehouse Direct Office Products  
2001 S. Mount Prospect Rd.  
Des Plaines, Illinois 60018

**RE: *NOTICE TO PROCEED***  
***Multi-Purpose Paper Contract 2013-15***

Dear Spencer:

This notification is to inform you that the Village of Orland Park has received all necessary documentation in order for work to commence on the above stated project as of January 3, 2013.

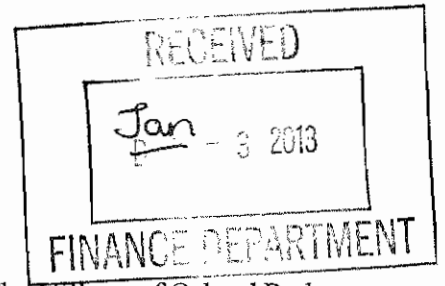
The Village will be processing Purchase Orders for this contract/service for each separate order and they will be faxed to your company per order. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated December 17, 2012 in an amount not to exceed the agreed upon per unit prices. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

VILLAGE OF ORLAND PARK  
Multi-Purpose Paper 2013-15  
(Contract for Purchase of Goods)



This Contract is made this **17th day of December, 2012** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Warehouse Direct Office Products (hereinafter referred to as the "VENDOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and Conditions pertaining to the Contract
- The Invitation to Bid
- The Instructions to the Bidders
- The Bid Proposal submitted October 11, 2012, as it is responsive to the VILLAGE's bid requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance

**SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY:** The VILLAGE agrees to purchase from the VENDOR the following :

<u>Description</u>	<u>Unit Price</u>
WHITE:	
8.5 x 11 White 20# Paper (WHDSM11)	\$28.93 per case
8.5 x 14 White 20# Paper (WHDCOPY14)	\$46.96 per case
11 x 17 White 20# Paper (WHDCOPY17)	\$39.29 per case
(all paper has minimum of 92 brightness)	

<u>Description</u>	<u>Unit Price</u>
COLOR:	
8.5 x 11 Assorted Color 20# (CASMP2201xx)	\$4.34 per ream
8.5 x 11 Assorted Color 24# (CASMP2241xx)	\$8.89 per ream
8.5 x 11 Assorted Color 60# (WAU624xx/623xx)	\$9.96 per ream
8.5 x 11 Assorted Color 65# (CASMP2651xx)	\$8.64 per pack
8.5 x 11 Assorted Color 67# (WAU823xx)	\$8.19 per pack

(hereinafter referred to as the “GOODS”) as further described in the VILLAGE’S bid requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The CONTRACT PRICE shall not be increased without the express written consent of the VILLAGE. In the event that there is an increase in the cost from the manufacturer on any products covered under this contract, the VENDOR must notify the Village no later than ninety (90) days prior to each annual anniversary date of the contract term. The increases must be the actual dollar amount (a direct pass-through) of the increase from the manufacturer and the VENDOR must provide supporting documentation to show the manufacturer’s cost at the time of the bid and the current manufacturer’s cost to justify any increase in the price being charged to the Village. All price increases must be mutually agreed upon and finalized no later than sixty (60) days prior to the annual anniversary date of the contract or the Village may terminate the contract and go out to bid for new prices.

**SECTION 3: ASSIGNMENT:** VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** The term of this contract shall be for one year beginning **January 1, 2013**, but shall be automatically renewed on its annual anniversary date for each of two (2) successive years unless the Village notifies the Contractor in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable

for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:  
Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

To the VENDOR:  
Spencer Touchie  
Account Executive  
Warehouse Direct Office Products  
2001 S Mount Prospect Rd.  
Des Plaines, Illinois 60018  
Telephone: 847-631-7188  
Facsimile: 708-473-2907  
e-mail: [stouchie@warehousedirect.com](mailto:stouchie@warehousedirect.com)

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.


**SECTION 8: TERMINATION:** This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

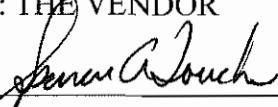
**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE  
By:   
Print Name: Paul G. Grimes  
Village Manager  
Its: Village Manager  
Date: 1/4/13

FOR: THE VENDOR  
By:   
Print Name: SPENCER A. TOUCHE  
Its: SENIOR PROCUREMENT ANALYST  
Date: 12/28/12

**FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL**

\_\_\_\_\_  
Initial here if faxing

**TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS**

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

# WAREHOUSE DIRECT®

## WORKPLACE SOLUTIONS

Company: VILLAGE OF ORLAND PARK  
 Account #: 2152100  
 Created By: SPENCER TOUCHIE  
 Date: 1/2/2013

Address: 2001 S. Mount Prospect Road  
 Des Plaines, IL 60018  
 Phone: (800) 600-0065  
 Fax: (800) 600-0068  
 E-mail: customerservice@warehousedirect.com  
 Website: www.warehousedirect.com

### CUSTOMER CONTRACT PRICING

Alt	Mfr.	Item Number	Description	UM	Price	Notes
	WAU	21855	PAPER,AB TRSTRIG5#250S,TL	PK	\$ 14.16	
	WAU	22731	PAPER,LTR 250SH 65#,YW	PK	\$ 15.10	
	WAU	22761	PAPER,ASTROBRIGHTORBIT,OE	PK	\$ 17.98	
	WAU	22771	PAPER,ASTROBRIGHT GALX,GD	PK	\$ 18.16	
	WAU	22781	PAPER,LTR 250SH 65#,TGN	PK	\$ 17.42	
	WAU	22841	PAPER,LTR 250SH 65#,FLR	PK	\$ 15.70	
	WAU	22861	PAPER,ASTROBRIGHT CELE,BE	PK	\$ 15.58	
	WAU	82321	PAPER,250,VELBRSTL,67#,BE	PK	\$ 8.19	
	WAU	82331	PAPER,250,VELBRSTL,67#,YW	PK	\$ 8.19	
	WAU	82341	PAPER,250,VELBRSTL,67#,GY	PK	\$ 8.19	
	WAU	82351	PAPER,250,VELBRSTL,67#,GN	PK	\$ 8.19	
	WAU	82361	PAPER,250,VELBRSTL,67#,IY	PK	\$ 8.19	
	UNV	83410	TAPE,.75X1000 6ROL/PK,CR	PK	\$ 6.70	
	UNV	84622	POUCH,LTR SZ,3MIL,100/BX	BX	\$ 49.64	
	WHD	COPY11	PAPER,LTR,92BRIGHT,20#,WE	CT	\$ 31.99	? 28.93
	WHD	COPY14	PAPER,LGL,8.5X14,WHITE,20L	CT	\$ 46.96	✓
	WHD	COPY17	PAPER,11X17,WHITE,20LB	CT	\$ 39.29	✓
	CAS	MP2201BE	PAPER,XERO/DUP,20#,LTR,BE	RM	\$ 4.34	
	CAS	MP2201BF	PAPER,XRO/DUP,20#,LTR,BUF	RM	\$ 4.34	
	CAS	MP2201CHE	PAPER,XERO/DUP,20#LTR,CH	RM	\$ 4.34	
	CAS	MP2201CY	PAPER,XRO/DUP,20#,LTR,CAN	RM	\$ 4.34	
	CAS	MP2201GN	PAPER,XRO/DUP,20#,LTR,GN	RM	\$ 4.34	
	CAS	MP2201GRP	PAPER,8.5X11,FIREWX,GDRO	RM	\$ 4.34	
	CAS	MP2201GS	PAPER,FRWX,8.5X11,20,GN	RM	\$ 4.34	
	CAS	MP2201GY	PAPER,XERO/DUP,20#,LTR,GY	RM	\$ 4.34	
	CAS	MP2201IY	PAPER,XERO/DUP,20#LTR,IVY	RM	\$ 4.34	
	CAS	MP2201LV	PAPER,FRWX,8.5X11,20#,LAV	RM	\$ 4.34	
	CAS	MP2201OR	PAPER,XRO/DUP,20#,LTR,ORC	RM	\$ 4.34	
	CAS	MP2201PK	PAPER,XRO/DUP,20#,LTR,PK	RM	\$ 4.34	
	CAS	MP2201PKN	PAPER,BOND,PKN8.5X11,20#	RM	\$ 4.34	
	CAS	MP2201SN	PAPER,XRO/DUP,20#,LTR,SAL	RM	\$ 4.34	
	CAS	MP2201TN	PAPER,XRO/DUP,20#,LTR,TAN	RM	\$ 4.34	
	CAS	MP2241AA	PAPER,FRWX,8.5X11,24#,AQA	RM	\$ 8.89	
	CAS	MP2241BA	PAPER,FRWX,8.5X11,24#,BYL	RM	\$ 8.89	
	CAS	MP2241BE	PAPER,FRWX,8.5X11,24#,LBE	RM	\$ 8.89	
	CAS	MP2241CC	PAPER,FRWX,8.5X11,24#,COP	RM	\$ 8.89	
	CAS	MP2241CY	PAPER,FRWX,8.5X11,24#,CAN	RM	\$ 8.89	
	CAS	MP2241ED	PAPER,FRWX,8.5X11,24#,EGN	RM	\$ 8.89	
	CAS	MP2241FA	PAPER,FRWX,8.5X11,24#,FSA	RM	\$ 8.89	
	CAS	MP2241GE	PAPER,FRWX,8.5X11,24#,PP	RM	\$ 8.89	
	CAS	MP2241GN	PAPER,FRWX,8.5X11,24#,LGN	RM	\$ 8.89	
	CAS	MP2241GY	PAPER,XEROX/DUP,20#,LTR,GY	CT	\$ 88.90	
	CAS	MP2241HP	PAPER,FRWX,8.5X11,24,HTPK	RM	\$ 8.89	
	CAS	MP2241IY	PAPER,FRWX,8.5X11,24,IVY	RM	\$ 8.89	
	CAS	MP2241LE	PAPER,FRWX,8.5X11,24,LIM	RM	\$ 8.89	
	CAS	MP2241LN	PAPER,FRWX,8.5X11,24,LMYL	RM	\$ 8.89	
	CAS	MP2241OR	PAPER,FRWX,8.5X11,24,ORC	RM	\$ 8.89	
	CAS	MP2241RY	PAPER,FRWX,8.5X11,24,RD	RM	\$ 8.89	
	CAS	MP2241TE	PAPER,FRWX,8.5X11,24,OR	RM	\$ 8.89	
	CAS	MP2241TL	PAPER,FRWX,8.5X11,24,TL	RM	\$ 8.89	



# **WAREHOUSE DIRECT**<sup>®</sup>

## **WORKPLACE SOLUTIONS**

**Company:** VILLAGE OF ORLAND PARK  
**Account #:** 2152100  
**Created By:** SPENCER TOUCHIE  
**Date:** 1/2/2013

**Address:** 2001 S. Mount Prospect Road  
 Des Plaines, IL 60018  
**Phone:** (800) 600-0065  
**Fax:** (800) 600-0068  
**E-mail:** customerservice@warehousedirect.com  
**Website:** www.warehousedirect.com

### **CUSTOMER CONTRACT PRICING**

Alt	Mfr.	Item Number	Description	UM	Price	Notes
	CAS	MP2651BE	PAPER,BOND,BE,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651BW	PAPER,BOND,WHT,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651CY	PAPER,BOND,CY,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651GG	PAPER,BOND,GGE,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651GN	PAPER,BOND,GN,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651IG	PAPER,BOND,IGE,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651IY	PAPER,BOND,IY,8.5X11,65#	PK	\$ 8.64	
	CAS	MP2651PK	PAPER,FIREWORX,65LB,10,PK	PK	\$ 8.64	
	CAS	MP2651WG	PAPER,BOND,WGE,8.5X11,65#	PK	\$ 8.64	
	SNA	NMP1120	PAPER,20#,97BR,MULTI,BRW	CT	\$ 38.13	
	WHD	SM11	PAPER,SPOT MARKET,20LB,92	CT	\$ 28.93	✓

PRODUCT LIST - SPECIFICATIONS  
COPIER PAPER

Pricing Options for Paper (Cost per)

Item #	Paper Size	Color	Weight	Estimated Annual Usage	Packaging	Brightness (min = 92)	Virgin			30% Post Consumer Content		
							Brand	Cost	per unit	Brand	Cost	per unit
WHITE	8.5 x 11	White	20#	400 cases	5,000/case	SM 11 (92)	WINUSAU	\$ 28.93	cs	IP	\$ 33.96	cs
	8.5 x 14	White	20#	10 cases	5,000/case	COPY 14 (92)	IP	\$ 46.96	cs	HANNAHILL	\$ 52.00	cs
	11 x 17	White	20#	5 cases	2,500/case	COPY 17 (92)	IP	\$ 39.29	cs	"	\$ 43.29	cs
COLOR	8.5 x 11	Assorted	20#	125 reams	500/ream	MP2001 xx	CASCADE	\$ 4.34	rm	CASCADE	\$ 4.34	rm
	8.5 x 11	Assorted	24#	40 reams	500/ream	MP2041 xx	1	\$ 8.89	rm	CASCADE	\$ 8.89	rm
	8.5 x 11	Assorted	60#	10 packs	250/pk		WINUSAU	9.96	ct	DOWNER	6.00	ct
	8.5 x 11	Assorted	65#	12 packs	250/pk	MP2651 xx	CASCADE	\$ 8.64	pk	CASCADE	\$ 8.64	pk
	8.5 x 11	Assorted	67#	12 packs	250/pk	823 xx	WINUSAU	\$ 8.19	pk	WINUSAU	\$ 8.19	pk

WHITE ONLY

WAREHOUSE DIRECT, INC.

Company Name:

**BIDDER SUMMARY SHEET**

Multi-purpose Paper Unit Price  
(Project Name)


IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: WAREHOUSE DIRECT INC

Address: 2001 S. MT PROSPECT ROAD

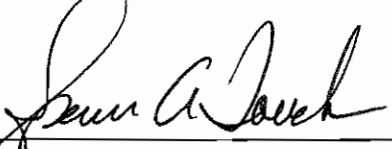
City, State, Zip Code: DES PLAINES, IL 60018

Contact Person: SPENCER A. TOUCHÉ

FEIN #: 

Phone: (847) 631-7188 Fax: (847) 956-5815

E-mail Address: Stouchie@warehousedirect.com

Signature of Authorized Signee: 

Title: SENIOR PROCUREMENT ANALYST Date: 10/4/12

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: Delaware  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Warehouse Direct, Inc (Corporate Seal)  
Business Name

Spencer A. Touche Spencer A. Touche  
Signature Print or type name

Senior Procurement Analyst 10/8/12  
Title Date

Verify that all of your Illinois Business Authorization information is correct.

✓ If not, contact us immediately.

✓ If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

**Illinois Business Authorization**

WAREHOUSE DIRECT INC  
1601 W ALGONQUIN RD  
MOUNT PROSPECT IL 60056-5503

Loc. Code: 016-0044-3-001  
Mount Prospect  
Cook County

**Certificate of Registration**

Expiration date: 08/31/2015

Sales and use taxes and fees (0429-4701)

Director  
DEPARTMENT OF REVENUE  
Issued Date: 08/31/2010

# **WAREHOUSE DIRECT**<sup>®</sup>

## **BUSINESS PRODUCTS & SERVICES**

---

2001 S. Mt. Prospect Road  
Des Plaines, Illinois 60018  
Phone: (847) 952-1925  
Fax: (847) 956-5815  
[www.warehousedirect.com](http://www.warehousedirect.com)

### **Village of Buffalo Grove**

Warehouse Direct  
1-800-600-0065 – General Line  
1-800-600-0068 – Fax Line  
[www.warehousedirect.com](http://www.warehousedirect.com) – website

#### **Executive & Principal Information**

<b>Contact</b>	<b>Title</b>	<b>Phone Number</b>	<b>Experience</b>	<b>E-mail Address</b>
Ken Johnson	Founder			
Kevin Johnson	Vice Chairman	847-631-3491	21 Years Industry 21 Years WD	<a href="mailto:kevinjohnson@warehousedirect.com">kevinjohnson@warehousedirect.com</a>
John Moyer	President	847-631-7108	24 Years Industry 24 Years WD	<a href="mailto:johnmoyer@warehousedirect.com">johnmoyer@warehousedirect.com</a>
Bob Swanson	Vice President Sales/Secretary	847-631-2165	35 Years Industry 35 Years WD	<a href="mailto:bobswanson@warehousedirect.com">bobswanson@warehousedirect.com</a>

Incorporated in Delaware, August 23, 1979

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, Josephine Gnutek, being first duly sworn certify

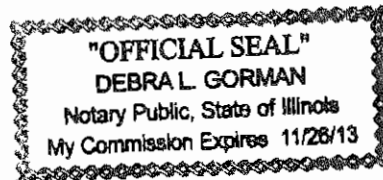
and say that I am Vice President of Operations  
(insert "sole owner," "partner," "president," or other proper title)

of Warehouse Direct, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

  
VP of Ops  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 2 Day  
of October, 2012.

  
Notary Public



## SEXUAL HARASSMENT POLICY

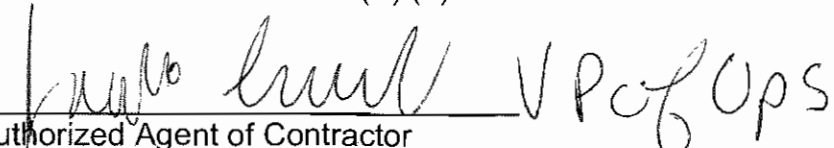
Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

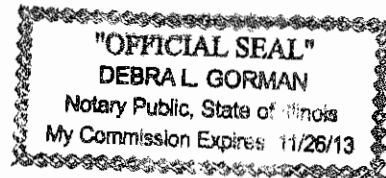
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Josephine Gnute, having submitted a bid for Warehouse Direct, Inc.  
(Name of Contractor)  
for Multi-Purpose Paper Bid 2012 (General Description of Work Bid on)  
to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:   
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 2 Day  
of October, 2012

  
Notary Public





## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: 

ATTEST: 

DATE: 10/4/12

TAX CERTIFICATION

I, Spencer A. Touche, having been first duly sworn depose and state as follows:

I, Spencer A. Touche, am the duly authorized agent for Warehouse Direct, Inc, which has submitted a bid to the Village of Orland Park for

MULTI PURPOSE PAPER and I hereby certify  
(Name of Project)

that Warehouse Direct, Inc is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

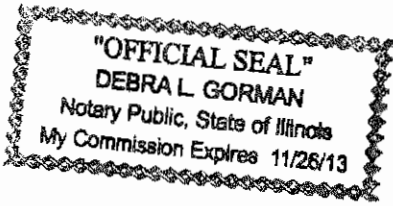
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Spencer A. Touche

Title: SENIOR PROCUREMENT ANALYST

Subscribed and Sworn To  
Before Me This 3 Day  
of October, 2012.

Debra L. Gorman  
Notary Public



REFERENCES

(Please type)

ORGANIZATION CITY of COUNTRY CLUB HILLS

ADDRESS 4200 W 183RD ST

CITY, STATE, ZIP COUNTRY CLUB HILLS, IL 60472

PHONE NUMBER 708 798 2616

CONTACT PERSON NINA GUZZO

DATE OF PROJECT 2007 - CURRENT

ORGANIZATION VILLAGE OF BARTLETT

ADDRESS 278 S. MAIN STREET

CITY, STATE, ZIP BARTLETT, IL 60103

PHONE NUMBER 630 540 5945

CONTACT PERSON LORNA GILLES

DATE OF PROJECT 2008 - CURRENT

ORGANIZATION VILLAGE OF STREAMWOOD

ADDRESS 3016 IRVING PARK RD

CITY, STATE, ZIP STREAMWOOD, IL

PHONE NUMBER 630 786 3800

CONTACT PERSON MARY JOHNSON

DATE OF PROJECT 2007 - CURRENT

Bidder's Name: WAREHOUSE DIRECT, INC

Signature: [Handwritten Signature]

**INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident  
\$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

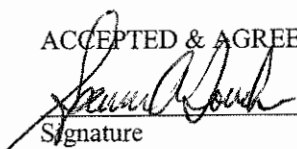
**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 5<sup>th</sup> DAY OF OCTOBER, 2012

  
\_\_\_\_\_  
Signature

SPENCER A. TOUCHE  
\_\_\_\_\_  
Printed Name & Title  
Senior Procurement Analyst

Authorized to execute agreements for:

Warehouse Direct INC.  
\_\_\_\_\_  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: 9Y

DATE (MM/DD/YYYY)

10/01/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Horton Group, Inc. www.thehortongroup.com 10320 Orland Parkway Orland Park, IL 60467 Thomas F. Palmer		<b>708-845-3000</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>WAREH-4</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Warehouse Direct, Inc. 2001 S. Mount Prospect Road Des Plaines, IL 60018		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 25682
		<b>INSURER A:</b> Travelers		
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	Y6309639N103	09/28/12	09/28/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		Y8109639N103	09/28/12	09/28/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			YSMCUP9639N103	09/28/12	09/28/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	YJUB9639N103	09/28/12	09/28/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insureds with respect to general liability when required by written contract on a primary and non-contributory basis: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents. Additional Insureds with respect to auto liability when required by written contract: The Village of Orland Park, (continued)

**CERTIFICATE HOLDER****CANCELLATION**

<b>ORLAN-1</b>  Village of Orland Park 14770 Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kristen Bupke</i>
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**NOTEPAD:**

HOLDER CODE **ORLAN-1**  
INSURED'S NAME **Warehouse Direct, Inc.**

**WAREH-4**  
OP ID: 9Y

PAGE **2**  
DATE **10/01/12**

and their respective officers, trustees, directors, employees and agents.  
If required by written contract, a waiver of subrogation in favor of the additional insureds will apply to general liability and workers' compensation.