

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0129

Multi Year: ☐

Amount \$48,500.00

Contract Type:

Goods

Contractor's Name:

PCS Industries

Contractor's AKA:

Execution Date:

4/19/2010

Termination Date:

12/31/2010

Renewal Date:

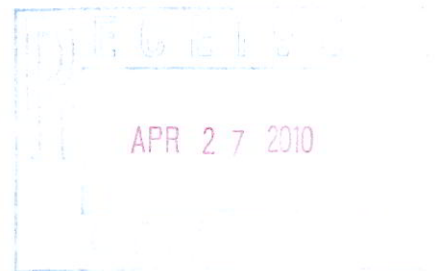
Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Paper Products/Domestic Supplies Unit Price 2010



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

April 26, 2010

Ms. Celeste Hayward
PCS Industries
4707 W. 138th Street
Crestwood, Illinois 60445

RE: *Paper Products/Domestic Supplies in Village Buildings Contract 2010*

Dear Ms. Hayward;

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to officially commence on the above stated project as of April 22, 2010. We appreciate PCS continuing to service the Village thus far this year.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

April 19, 2010

Ms. Celeste Hayward
PCS Industries
7650 W. 185th Street
Tinley Park, Illinois 60477

NOTICE OF AWARD – Paper Products/Domestic Supplies 2010

Dear Ms. Hayward:

This notification is to inform you that on April 5, 2010, the Village of Orland Park Board of Trustees approved awarding PCS Industries the contract in accordance with the bid you submitted dated February 26, 2010, for Paper Products/Domestic Supplies Unit Prices 2010.

In order to begin this service, you must comply with the following within seven business days of the date of this Notice of Award, which is by April 28, 2010.

1. I am enclosing the Contract for Paper Products/Domestic Supplies 2010. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. We do not have a current certificate on file.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Paper Products/Domestic Supplies 2010
(Contract for Purchase of Goods)

This Contract is made this **19th day of April, 2010** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and PCS Industries (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 as it is responsive to the VILLAGE's bid requirements
- Certification of Eligibility to Enter into Public Contracts
- 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 products on an on-going basis during the term of the Contract as GOODS are needed by the VILLAGE at the unit prices stated for the quantity of the GOODS described:

Description	Price per Unit of Measure	Manufacturer
Paper Products		
toilet tissue 2-ply, 500 sheet, 4.5 x 3.75, 96/cs	\$36.88	Appeal
GP-19375 Compact Coreless toilet tissue 1000 sheet 36/cs (for PD)	\$48.95	Georgia Pacific
9" bathroom tissue 2 ply, 1000 ft each, 12/cs	\$25.00	Baywest
GP- 89460 EnMotion roll towel 800', 6/cs 62 Dispensers Must Be Provided at No Charge for above	\$52.50	Georgia Pacific
roll towel, perforated, 90 sheets, 2-ply, 11 x 9" sheet, 30/cs	\$22.60	Baywest
facial tissue, 24/216	\$50.00	Puffs
facial tissue, 100/Bx, 30 Bx/Cs.	\$19.35	NTC
seat cover 1/2 fold, 20/250	\$37.50	Rochester Midland
seat cover 1/2 fold, 24/125 Scott Kimberly Clark	\$74.90	Kimberly Clark
Tampax tampons 500/cs	\$58.37	Rochester Midland
Maxithins #4 San Nap, 250/cs	\$27.50	Rochester Midland
sanitary napkin bag, 500/cs	\$11.98	Rochester Midland
Cleaners & Chemicals		
Do-It-All germicidal foam cleaner 20 oz. aerosol, 12/cs	\$32.77	ITW Dymon
Purell hand sanitizer 1000 ML NXT for wall dispenser, 8 ct #2156-08	\$67.00	Purell by Gojo
Purell hand sanitizer 2 liter pump (for FLC & CAC), 4 ct #9625-04	\$76.10	Purell by Gojo
Gojo-9112-12 lotion skin cleaner 800 ML, BIB, 12/cs restroom soap	\$37.87	Gojo
Kimcare antibacterial soap, gal, 4/cs (for PD)	\$45.33	Kimberly Clark
Misty moisturizing skin cleanser, gallon, 4/cs	\$34.20	Misty
Dial Pure & Natural soap, gallon 4/cs	\$37.85	Dial
Hand & body lotion 1000 ml pump bottle, 8/cs, Kutol 66236	\$49.00	Kutol
Lemon Quat disinfectant cleanser, gallon 4/cs	\$31.00	Proline
Palmolive dishwashing liquid, 25 oz., 12/cs	\$39.15	Palmolive

Description	Price per Unit of Measure	Manufacturer
Lysol disinfectant wipes (FLC-RDC) 35 cannister, 12 ct	\$31.82	Lysol
Clorox bleach 96 oz, 6/cs	\$13.05	Clorox
Windex 32 oz trigger bottle, 12/cs	\$48.81	Windex
TMS-2512 Time Mist Air Fresh refill, Baby Powder, 12/cs	\$52.88	Time Mist
TMS-2551 Time Mist Air Fresh Refill, Orange Blossom, 12/cs	\$49.25	Time Mist
TMS-2553 Time Mist Air Fresh refill, Spring Flowers, 12/cs	\$52.88	Time Mist
urinal screen with block, 12/bx	\$12.90	Fresh
Comet cleanser 21 oz., 24/cs (PD-VH)	\$30.38	Proctor & Gamble
Bowl thickened 9% acid bowl cleaner 24 oz, 12/cs	\$16.90	Proline
Simple Green 13005, gallon, 6/cs (PD- Civic-VH)	\$69.70	Simple Green
Food Service		
foam cup 8 oz., 1000/cs	\$16.30	Dart
foam cup 12 oz., 1000/cs	\$22.99	Dart
8 oz. paper hot cups, 1000/cs	\$49.35	Boardwalk
plastic plates 10.25", 500/cs	\$61.50	Chinet
paper plate 9" white, 200/cs	\$21.00	Prime Source
paper plate 6" white, 1000/cs	\$11.69	Prime Source
foam plate 9" white, 500/cs (Farmers' Market)	\$17.57	GenPak
foam bowl 12 oz., white, 1000/cs	\$21.90	Pactiv
plastic knife, white heavyweight 100/bx, 10/cs	\$33.20	Dixie
plastic fork, white heavyweight 100/bx, 10/cs	\$33.20	Dixie
plastic spoon, white heavyweight 100/bx, 10/cs	\$33.20	Dixie
dinner napkin 2-ply, 15 x 27, 100/pk, 30/cs	\$35.00	High Value
Liners		
liner, 24 x 32 .5 mil., black, 500/cs	\$13.30	Bio Industries
liner, 33 x 39 1.1 mil, black, 250/cs	\$21.46	Bio Industries
liner, 38 x 58 1.5 mil, black, 100/cs	\$18.50	Bio Industries
liner, 38 x 58 2 mil, black, 100/cs	\$23.61	Bio Industries

Description	Price per Unit of Measure	Manufacturer
liner, 40 x 46 1.7 mil black, 100/cs	\$19.40	Bio Industries
Miscellaneous		
wet mop, #24 cotton reg., 12/cs	\$28.00	Golden Star
latex gloves, powder free, LG & XL, 10 bx/cs	\$39.50	Safety Zone

(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 per unit amounts as stated herein and in the VENDOR's proposal responses. The total cumulative cost of all GOODS ordered each year shall not exceed any budgeted amounts for each corresponding year. (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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 VENDOR shall deliver and set on the VILLAGE's shelves the GOODS within 24 hours of the date of order placement. Time is of the essence of this Contract. Acceptance of the GOODS shall occur only after the VILLAGE has inspected the GOODS and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. The VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

The term of this contract shall be May 1, 2010 through December 31, 2010. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

In the event that there is a significant fluctuation in the cost from the manufacturer on any products covered under this contract, the CONTRACTOR must notify the VILLAGE as soon as possible. The increases must be the actual dollar amount (a direct pass-through) of the increase from the manufacturer and the CONTRACTOR 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.

SECTION 5: INDEMNIFICATION AND INSURANCE: VENDOR agrees to indemnify and hold harmless the VILLAGE its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as may be allowed by law, liabilities incurred due to the alleged negligence of the VILLAGE and 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 Contractor 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 Contractor 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.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in 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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park

from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: 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

To the CONTRACTOR:

Celeste Hayward

Account Manager

PCS Industries

4707 W. 138th Street

Crestwood, IL 60445

Telephone: 708-371-9140

Facsimile: 708-371-2429

e-mail: celesteh@pcsind.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 9: 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 10: 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 11: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 12: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

FOR: THE VILLAGE

Print Name: PAUL G. GRIMES

Date: 4/23/10

By: ha C. C.

Print Name LAURENCE CAVANAUGH

Its: GENERAL MANAGER

Date: 4/21/2010

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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.

BIDDER SUMMARY SHEET

Paper Products/Domestic Supplies Unit Price 2010
(Project Name)

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

Firm Name: PCS INDUSTRIES

Address: 7650 W. 185TH STREET

City, State, Zip Code: TINLEY PARK, IL 60477

Contact Person: CELESTE HAYWARD

FEIN #: 36-2941342

Phone: (~~708~~) 371-9140 Fax: (~~708~~) 272-1481

E-mail Address: CELESTEH@PCSIND.COM

Signature of Authorized Signee:  (LARRY CAVANAUGH)

Title: GENERAL MANAGER Date: 2/26/2017

PRODUCT LIST – SPECIFICATIONS & DETAILED PRICE SHEET

It is the intent of these specifications to describe the products that the Village of Orland Park will need to be provided at various quantities throughout the year. The items listed are descriptions of items the Village currently purchases. If you are able to provide alternate items that are of equal or better quality than the ones listed at a lesser cost, please include those items in the "Alternate Product Description" column. Please include a catalog specification sheet for each item that you are bidding on that is an alternate item with the dimensions or quantities are different than described. Please note: You must provide a price for all items as listed, otherwise, your bid will be deemed non-responsive.

Please include pricing for recycled products (if available) below:

Description	UOM	Price	Brand Quoting	Alternate Product Description	Brand	UOM	Price
Paper Products							
Toilet Tissue 2-ply, 500 sheet, 4.5 x 3.75, 96/cs	case	36.88	BAY WEST	2 Ply 500 Sht, 4x3.75 96/cs	NTC	CASE	33.50
GP-19375 Compact Coreless Toilet Tissue 1000 sheet 36/cs	case	48.95	GP-19375				
9" Bathroom Tissue 2 ply, 1000 ft each, 12/cs	case	25.00	BAY WEST				
GP- 89460 EnMotion Roll Towel 800', 6/cs (62 Dispensers Must Be Provided at No Charge)	case	52.50	GP	7.5" x 800' 6/cs white GREEN SEAL CERTIFIED W/ DISPENSERS & N/C	BAY WEST	CASE	35.65
Roll Towel, perforated, 90 sheets, 2-ply, 11 x 9" sheet, 30/cs	case	22.60	BAY WEST	SAME - GREEN SEAL Certified	BAY WEST	CASE	23.50
Facial Tissue, 24/216 - only Puffs have this pack	case	50.00	PUFFS	Dubl Soft 100 Bx, 30/cs	BAY WEST	CASE	28.05
Facial Tissue, 100/Bx, 30 Bx/Cs.	case	19.35	NTC	Dubl Soft 100 Bx, 30/cs	BAY WEST	CASE	28.05
Seat Cover 1/2 fold, 20/250	case	37.50	Rockester Midland				
Seat Cover 1/2 fold, 24/125 Scott Kimberly Clark	case	74.90	Kimberly Clark	1/2 Fold, 24/125 (FITS KC Dispenser)	Rockester Midland	CASE	57.50
Tampax Tampons 500/cs	case	58.37	Rockester Mid.				
Maxithins #4 San Nap, 250/cs	case	27.50	Rockester Mid.				
Sanitary Napkin bag, 500/cs	case	11.98	Rockester Mid.				
Cleaners & Chemicals							
Do-It-All Germicidal Foam Cleaner 20 oz. aerosol, 12/cs	case	32.77	Do It All	Germicidal Foam 20g, 12/cs	Proline	CASE	25.20
Purell Hand Sanitizer 1000 ML NXT for wall dispenser, 8 ct #2156-08	case	67.00	Purell By GoJo	Kutol Hand Sanitizer 800 ML 12/cs DISPENSERS & N/C	KUTOL	CASE	45.14
Purell Hand Sanitizer 2 liter pump (for FLC & CAC), 4 ct #9625-04	case	76.10	Purell By GoJo	Hand Sanitizer 64oz Pump Bottle 4/cs	KUTOL	CASE	41.70
Gojo-9112-12 Lotion Skin Cleaner 800 ML, BIB, 12/cs restroom soap	case	37.87	GoJo	Lotion Skin Cleaner 800 ML BIB 12/cs	KUTOL	CASE	26.08
Kimcare Antibacterial Soap, gal, 4/cs	case	45.33	Kimberly Clark	Antibacterial Soap GAL 4/cs	KUTOL	CASE	41.60
Misty Moisturizing Skin Cleanser, gallon, 4/cs	case	34.20	Misty	Pink Satin Gallons 4/cs	Proline	CASE	4.69
Dial Pure & Natural Soap, gallon 4/cs	case	37.85	DIAL	Pink Satin Gallon 4/cs	Proline	CASE	4.69
Hand & Body Lotion 1000 ml pump bottle, 8/cs, Kutol 66236	case	49.00	KUTOL				
Lemon Quat Disinfectant Cleanser, gallon 4/cs	case	31.00	PAOLINE				
Palmolive Dishwashing Liquid, 25 oz., 12/cs	case	39.15	Pallete Palmolive	Fay Dish Soap, 38oz	P46	EACH	4.49

Description	UOM	Price	Brand Quoting	Alternate Product Description	Brand	UOM	Price
Lysol Disinfectant Wipes 35 canister, 12 ct	case	31.82	LYSOL	SUPER SANI CLOTH DISINF. WIPE 100PK, 12/cs	NILEPAK	CASE	71.70
Clorox Bleach 96 oz, 6/cs	case	13.05	CLOROX	Bleach, CALLOUS, 4/cs	CHAMPION	CASE	5.17
Windex 32 oz trigger bottle, 12/cs	case	48.81	WINDEX	RTU GLASS CLEANER 4GAL/6	Proline	CASE	12.25
TMS-2512 Time Mist Air Fresh refill, Baby Powder, 12/cs	case	52.88	TIME MIST				
TMS-2551 Time Mist Air Fresh Refill, Orange Blossom, 12/cs	case	49.25	TIME MIST				
TMS-2553 Time Mist Air Fresh refill, Spring Flowers, 12/cs	case	52.88	TIME MIST				
Urinal Screen with Block, 12/bx	box	12.90	FRESH				
Comet Cleanser 21 oz., 24/cs	case	30.38	P46				
Bowl Thickened 9% Acid Bowl Cleaner 24 oz, 12/cs <i>NOTE: 3602</i>	case	16.90	PROLINE				
Simple Green 13005, gallon, 6/cs	case	69.70	Simple Green	GREEN SELECT CLEANER 3.5 DEGREASER, GALS, 4/cs	Hillhard	CASE	
Food Service							
Foam Cup 8 oz., 1000/cs	case	16.30	DART				
Foam Cup 12 oz., 1000/cs	case	22.99	DART				
8 oz. Paper Hot Cups, 1000/cs	case	49.35	BOARDWALK				
Plastic Plates 10.25", 500/cs	case	61.50	CHINET				
Paper Plate 9" white, 200/cs	case	21.00	Prime Source				
Paper Plate 6" white, 1000/cs	case	11.69	Prime Source				
Foam Plate 9" white, 500/cs	case	17.57	GENPAK				
Foam Bowl 12 oz., white, 1000/cs	case	21.90	PACTIV				
Plastic Knife, white heavyweight 100/bx, 10/cs	case	33.20	DIXIE				
Plastic Fork, white heavyweight 100/bx, 10/cs	case	33.20	DIXIE				
Plastic Spoon, white heavyweight 100/bx, 10/cs	case	33.20	DIXIE				
Dinner Napkin 2-ply, 15 x 27, 100/pk, 30/cs	case	35.00	HIGH VALU.				
Liners							
Liner, 24 x 32 .5 mil., black, 500/cs	case	13.30	Bo Industries				
Liner, 33 x 39 1.1 mil, black, 250/cs	case	21.46	BIO				
Liner, 38 x 58 1.5 mil, black, 100/cs	case	18.50	BIO				
Liner, 38 x 58 2 mil, black, 100/cs	case	23.61	BIO				
Liner, 40 x 46 1.7 mil black, 100/cs	case	19.40	BIO				
Miscellaneous							
Wet Mop, #24 cotton reg., 12/cs	case	28.00	Golden Stal.				
Latex Gloves, powder free, LG & XL, 10 bx/cs	case	39.50	SAFETY ZONE				

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.

✓ Corporation: State of incorporation: ILLINOIS
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.
KENNETH FELDMER, PRESIDENT, 7650 W 185TH ST TINLEY PARK, IL 60477
GEORGE DAVISON, VICE-PRESIDENT, 7650 W 185TH ST TINLEY PARK, IL 60477
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.

PCS INDUSTRIES (Corporate Seal)
Business Name

[Signature]
Signature

LARRY CAVANAUGH
Print or type name

GENERAL MANAGER
Title

2/26/2010
Date

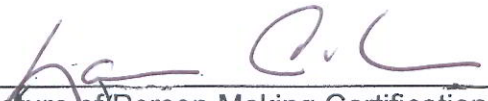
PCS WAS INCORPORATED IN 1977 AS AN ILLINOIS CORPORATION
AUTHORIZED TO DO BUSINESS IN THE STATE OF ILLINOIS.

[Signature] 2-26-2010
LARRY CAVANAUGH, GENERAL MANAGER

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, LARRY CAVANAUGH, being first duly sworn certify
and say that I am GENERAL MANAGER
(insert "sole owner," "partner," "president," or other proper title)
of PCS INDUSTRIES, 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 26TH Day
of FEBRUARY, 2012.

Christine Zarembka
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."

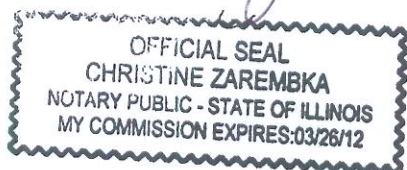
I, [Signature], having submitted a bid for PCS INDUSTRIES
(Name of Contractor)
for PAPER PRODUCTS / DOMESTIC SUPPLIES (General Description of Work Bid on)
to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 26th day of FEBRUARY, 2010.

Notary Public

Christine Zarembka



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: La C. L.

ATTEST: Christine Ziemala

DATE: 2/26/2010

TAX CERTIFICATION

I, LARRY CAVANAUGH, having been first duly sworn depose and state as follows:

I, LARRY CAVANAUGH, am the duly authorized agent for PCS INDUSTRIES, which has submitted a bid to the Village of Orland Park for PAPER PRODUCTS / DOMESTIC SUPPLIES and I hereby certify
(Name of Project)

that PCS INDUSTRIES is not

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

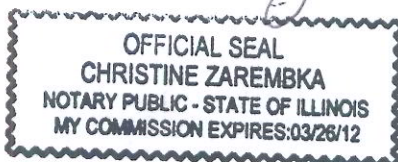
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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: [Signature]
Title: GENERAL MANAGER

Subscribed and Sworn to
Before me this 26th
Day of FEB, 2010

Christine Zarembka



REFERENCES

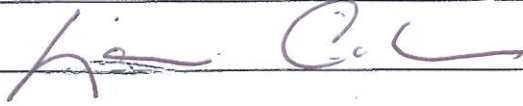
(Please type)

ORGANIZATION Village of ORLAND PARK
ADDRESS 14700 S RAUEN AVE
CITY, STATE, ZIP ORLAND PARK, IL 60462
PHONE NUMBER 708-403-6289
CONTACT PERSON FRANK STEC
DATE OF PROJECT 2006 TO CURRENT

ORGANIZATION TINLEY PARK PARK DISTRICT
ADDRESS 8125 W 171ST ST
CITY, STATE, ZIP TINLEY PARK, IL 60477
PHONE NUMBER 708-342-4200
CONTACT PERSON KAROL KOUMAR
DATE OF PROJECT 2006 TO CURRENT

ORGANIZATION REAVIS HIGH SCHOOL
ADDRESS 6034 W 77TH STREET
CITY, STATE, ZIP BURBANK, IL 60459
PHONE NUMBER 708-599-7200
CONTACT PERSON TIM DONOHUE
DATE OF PROJECT 1985 TO CURRENT

Bidder's Name: PCS INDUSTRIES

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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. 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 26th DAY OF FEBRUARY, 2010

Signature

LARRY CAVANAUGH / GENERAL MANAGER

Printed Name & Title

Authorized to execute agreements for:

PCS INDUSTRIES

Name of Company

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

OP ID CK
PCSIN-1

DATE (MM/DD/YYYY)

07/21/09

PRODUCER

McCutcheon Insurance Agency
19906 Wolf Road
P.O. Box 100
Mokena IL 60448-0100
Phone: 708-479-3400 Fax: 708-479-3415

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

PCS Industries Inc.
4707 West 138th
Crestwood IL 60445

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: General Casualty Companies

18821

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	CCI0413680	08/01/09	08/01/10	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
	☒ Blanket Addl Insd				PERSONAL & ADV INJURY
					GENERAL AGGREGATE
					PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:				Emp Ben.
	☐ POLICY ☐ PRO- JECT ☐ LOC				\$ 1000000
A	AUTOMOBILE LIABILITY	CBA0413680	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO				\$ 1000000
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)
	☐ SCHEDULED AUTOS				\$
	☐ HIRED AUTOS				BODILY INJURY (Per accident)
	☐ NON-OWNED AUTOS				\$
					PROPERTY DAMAGE (Per accident)
					\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	☐ ANY AUTO				\$
					OTHER THAN EA ACC
					AUTO ONLY: AGG
					\$
A	EXCESS/UMBRELLA LIABILITY	CCI0413680	08/01/09	08/01/10	EACH OCCURRENCE
	☒ OCCUR ☐ CLAIMS MADE				\$ 5000000
	☐ DEDUCTIBLE				AGGREGATE
	☒ RETENTION \$10000				\$ 5000000
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0413680	08/01/09	08/01/10	☒ WC STATU- TORY LIMITS ☐ OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
	If yes, describe under SPECIAL PROVISIONS below				\$ 1000000
	OTHER				E.L. DISEASE - EA EMPLOYEE
					\$ 1000000
					E.L. DISEASE - POLICY LIMIT
					\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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 the operations by or on behalf of the named insured. Waiver of subrogation applies on General Liability and Workers Compensation.

CERTIFICATE HOLDER

ORLANDP

Village of Orland Park
Building Dept
14700 S. Ravinia Avenue
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Craig McCutcheon, CPCU