

STATE OF ILLINOIS, }
COUNTY OF WINNEBAGO } ss.

I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AWARDING BIDS FOR OFFICE SUPPLIES

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

this 22nd DAY MARCH, 2012.

MARGIE M. MULLINS, *Winnebago County Clerk*

BY:  *Deputy County Clerk*



RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE AND ADMINISTRATIVE COMMITTEE

2012 CR 027
RESOLUTION AWARDING BIDS FOR

OFFICE SUPPLIES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Chapter 13A, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$30,000, shall be based on competitive bids by the County Board; and,

WHEREAS, competitive bids were received for Winnebago County for the following:

OFFICE SUPPLIES

WHEREAS, the Finance and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item(s) and recommends awarding the bids as follows:

**MIDCITY OFFICE PRODUCTS
2124 HARLEM ROAD
ROCKFORD, IL 61111**

WHEREAS, the Finance and Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

VARIOUS

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a purchase order be issued to Midcity Office Products, 2124 Harlem Road, Rockford, Illinois 61111.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
FINANCE AND ADMINISTRATIVE
COMMITTEE



Ted Biondo, Chairman

George Anne Duckett



Marc Gasparini

John Guevara




Joe Hoffman



Kay Mullins




Steve Schultz




John F. Sweeney

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 22ND day of MARCH, 2012.



SCOTT CHRISTIANSEN, Chairman of the
County Board of the County of
Winnebago, Illinois

ATTEST



Margie Mullins, Clerk of the
County Board of the
County of Winnebago, Illinois

OFFICE SUPPLIES

BID TAB

BID NUMBER: 12-1932

BID OPENING: FEBRUARY 13, 2012

COMPANY NAME	PERCENTAGE OVER CATALOG LIST PRICE
MIDCITY OFFICE PRODUCTS 2124 HARLEM RD. ROCKFORD, IL 61111	86%
STAPLES 665 W. NORTH AVENUE, SUITE 200 LOMBARD, IL 60148	70%
QUILL 100 SCHELTER ROAD LINCOLNSHIRE, IL 60069-3621	10%
SUPPLYCORE 303 N. MAIN STREET, SUITE 800 ROCKFORD, IL 61101	15%

Firm Name: Mid City Office Products

BID # 12-1932

I

CALL FOR BIDS

**INSTRUCTIONS AND SPECIFICATIONS
FOR**

OFFICE SUPPLIES

The County of Winnebago will receive sealed bids in the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101 until 10:30 a.m., February 13, 2012.

A public opening and reading will be held at this date and time.

ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

**“OFFICE SUPPLIES”
10:30 a.m., February 13, 2012**

The County of Winnebago reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101. Telephone: (815) 319-4380, Fax: (815) 319-4381, E-Mail sclaassen@wincoil.us.

The documents constituting component parts of the Bid Form are the following:

- I Call for Bids
- II Requirements for Bidding and Instructions to Bidders
- III Detailed Specifications
- IV Bid Forms

Legal Advertisement for Bids published in the Rockford Register Star on January 27, 2012 or our website, www.co.winnebago.il.us.

II

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

PREPARATION OF BID OR PROPOSAL

The bidder must submit a bid or proposal on the forms furnished by the Purchasing Department. All blank spaces on the bid or proposal form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Bids or proposals shall be sealed in an envelope and marked as required in the instructions. The bid or proposal is contained in these documents and must remain attached hereto when submitted.

TAXES NOT APPLICABLE

The County of Winnebago as a Governmental Unit pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded from bid. Our Tax Exempt Number is: E9992-3963-06.

PROMPT PAYMENT ACT

The bid should provide that all payments are subject to the Local Governmental Prompt Payment Act.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a bid or proposal will be subject to disclosure under the Illinois Freedom of Information Act.

WITHDRAWAL OF BIDS OR PROPOSALS

Any bidder may withdraw their bid or proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of bids or proposals by signing a request therefore. However, no bidder shall withdraw or cancel his bid or proposal for a period of sixty (60) days after said advertised closing time for the receipt of bids or proposals; the successful bidder shall not withdraw or cancel their bid or proposal after having been notified by the Director of Purchasing that said bid or proposal has been accepted by the County Board.

CATALOGS

Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work they propose to furnish.

CANCELLATION

The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

COST OF BID OR PROPOSAL

Expenses incurred in the preparation of proposals in response to this bid or proposal is the Bidder's sole responsibility.

II

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (CONTINUED)

USE OF TRADE NAMES

In cases where a specified item is identified by a manufacturer's name, trade name, or other references, it is understood that the bidder proposes to furnish the item identified. If the bidder proposes to furnish an "equal," the proposed "equal" item must be so indicated in the written bid or proposal. The County shall be the sole determiner of the equality of the substitute offered.

DELIVERIES

All materials shipped to the County of Winnebago must be shipped F.O.B. designated location, County of Winnebago, Rockford, Illinois.

DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on bidder's letterhead, signed, and attached to the Request for Bid or Proposal. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid or proposal.

CASH DISCOUNTS

In determination of award, cash discounts will only be considered when all other conditions are equal.

ORDERING

Purchase orders shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

COMPLIANCE WITH LAWS

All services, work and materials must comply with all federal and state laws, County ordinances, rules and regulations that in any manner affect the production and sale of the product or service contained herein. In the event federal or state funds are being used to fund this contract; additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary.

PREVAILING WAGE

All bidders must bid prevailing wages. The Successful Bidder will be required to provide certified payroll records on a monthly basis according to Illinois Act 820 ILCS §130/5.

II

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (CONTINUED)

SUBSTANCE ABUSE PREVENTION

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/ Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

Bidders and their Subcontractors (if applicable) certifies that the entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635, or certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with subject of the Act, and will attach the substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

BID PROTEST

Firms wishing to protest bids or awards shall notify the Purchasing Director in writing within 30 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting and the reason why the firm is protesting the bid. The Purchasing Director will respond to the protest within 30 calendar days.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Purchasing Director, or authorized representative shall be final and binding to all parties.

ENTIRE AGREEMENT

These Standard Terms and Conditions of Bid or Proposal shall apply to any contract or order awarded as a result of this Request for Bid except where special requirements are stated elsewhere in the Request; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

II

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (CONTINUED)

NON-COLLUSION

The Bidder, by its officers, agents or representatives (hereafter referred to the Bidder) present at the time of filing this bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders, or with any public officer or the County of Winnebago, Illinois, whereby, the Bidder has not paid or is to pay to such Bidder or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Bidder or Bidders. Whereby, no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this bid.

NON-BARRED BIDDING

The Bidder is not barred from bidding on this Contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Additionally, for all new contractors and vendors to be paid the Purchasing Office will review the Excluded Parties List System prior to requesting the vendor be created in our accounting system.

ILLINOIS PREFERENCE ACT

Any company bidding certifies that 90% of their workforce are Illinois residents when the unemployment rate exceeds 5 percent as is required by Illinois House Bill 6349. By signing this bid form, Bidder certifies that it will comply with the requirements of Illinois House Bill 6349, and that should it fail to do so, agrees to indemnify Winnebago County for any penalties assessed against it for non-compliance for failure to comply with its requirements.

The Bidder, by signing the bid form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Bidders".

III

DETAILED SPECIFICATION

1.0 SCOPE:

The successful bidder will provide general office supplies on an as required basis for a period of one year, with four one year options. Winnebago County is a member of the local government Joint Purchasing Program approved by the Winnebago County Board. Any authorized local unit of government may participate in this contract and shall be responsible for issuing purchase orders direct to the vendor, processing invoices, and making payments due to the vendor. The participating units employ approximately 2,800 people who would use office supplies and they spend an estimated \$400,000 per year for office supplies. This will not require every entity to purchase under this bid, but is provided to inform all Bidders of the potential business.

The successful bidder must meet the individual delivery and billing requirements of each participating entity.

2.0 GENERAL REQUIREMENTS

1. The successful bidder shall furnish on an “as required” basis throughout the contract period the office supplies required by the Joint Purchasing Group. Bids will be made and awarded on the basis of estimated quantities and evaluation criteria listed in these specifications.
2. The items on which bids are invited are as listed in the attached bid form. Bidders may bid on part or all of the items. Awards will be made on an item basis or on any combination of items that the participating governmental entities deem most advantageous. “All or none” bids making one item dependent on another for acceptance cannot be evaluated fairly and will not be accepted.
3. References to any specific manufacturers are given solely to establish standards of quality and performance for the equitable evaluation of bids received, unless an item is specifically indicated “no substitution”. For items not specified, “no substitution”, any manufacturer of comparable or superior features will be considered fully for an award. The manufacturer for the substitution must be provided. If it is not provided, bid will be considered the manufacturer listed.
 - a) Equivalency and Substitutes: The participating governmental entities shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.
4. General supplies may be ordered in full containers or in broken lots.
5. The quantities given for all items are estimates only. Participating governmental entities will purchase and pay for only those quantities actually required during the contract period. While the estimates given are based on recent experience, there is no guarantee whatsoever as to quantities that will be purchased.

III

DETAILED SPECIFICATION (CONTINUED)

6. All items bid shall be of good quality and of established, recognized brands. Bidder shall state the brand that will be furnished for each item. Manufacturers not meeting the generally accepted standards of good quality may be rejected by the participating governmental entities. In the event defects are discovered after products have been accepted, the products will be rejected and the Contractor will be required to replace these products at no additional cost to the customer.
 - a) Standards of Quality: The using governmental entity shall be the sole and final judge as to whether any product meets generally accepted standards of good quality. This decision is final and will not be subject to recourse by any person, firm or corporation
7. Unit prices must be shown and extended on all items bid. Freight charges are to be included in the item bid. **Bidders must bid in accordance with the unit of measure called for.** If an item is listed by dozen, bid must be entered by the dozen, not by gross or per hundred.
8. Deliveries shall be made to specify locations and departments, within a reasonable time from date of order, and successful bidders must carry an adequate stock to ensure such delivery. In most cases a 24-hour delivery time, from time of telephone or written order, will be considered a reasonable time. However, should a critical need arise, the successful bidder shall do their best to supply items on an emergency basis. A detailed packing slip with each individual order shall be provided when delivered.
 - a) The county does not have a Central Store. Contractor shall establish a parent and child account for Winnebago County and all its departments. Each order must be delivered to the specific department placing the order. The County has approximately 30-50 different departments.
 - b) Some municipalities who would be participating in this bid may have a Central Store. Each governmental entity's participation will require the account set up to their specific requirements. Bidders must be able to accommodate any structure that would be required. If the Bidder is limited to what is allowed, Bidders must state this in their bid package.
9. Contractor shall be responsible for accepting returns for credit at no charge for products shipped in error, products damaged in shipment, and concealed shipping damages. Contractor shall also provide a 30-day return policy for unused items in original cartons.
10. Rejected goods will be returned to the Contractor's address at Contractor's risk and expense. Contractor will accept and refund full purchase price for all goods that are damaged (non-viable at time of receipt) or of inferior quality.

III

DETAILED SPECIFICATION (CONTINUED)

11. Any successful bidder that continues to provide unsatisfactory performance to any participating governmental entity will be sufficient cause for termination of the contract with such vendor, after notification in writing of the complaints and failure of the vendor to correct conditions.
12. In addition to entering the prices for the specified items, each bidder shall also state in the bid form the discount from current catalog prices which will be offered for items not listed in this bid. This discount shall be expressed as a single percentage. Each bidder shall submit with their bid their current catalog upon which their prices are based, and shall provide a new catalog whenever published.
 - a) For those items in this bid where vendor is asked to enter a unit price, that unit price will remain fixed throughout the contract period.
 - b) The percentage discount stated in the bid will be based on prices listed in the most recent published catalog.
13. The contract may be extended for four (4), one-(1) year periods, by mutual agreement of all parties, providing such agreement to extend shall have been made by all parties and providing such extension is made without any changes in conditions of the original contract.
14. Successful bidder shall comply with delivery and billing policies established by each individual entity participating in this contract. Contractor must have the capability to provide itemized billing to each participating entity on an item, weekly, monthly, or quarterly basis as determined by each individual entity. This billing shall be available at the agency, department, location, or cost center level.
 - a) Contractor shall have the capability to issue reports for each participating agency itemizing use by department, location, or cost center. These reports must provide adequate detail to track product use and the availability of substitute products.
 - b) Contractor shall provide a list of services which would be made available to the participating units of government such as; specialized order sheets, catalogs, etc...
15. Contractor shall be responsible for informing the participating governmental entities of any samples, promotional items or rebates which become available to them during the contract period.
16. All bidders must submit one original and one copy of their bid.
17. Please state on the Bid Form if your company has the capability of on-line ordering and whether your company accepts payment by credit card.
18. Contractor shall assign an Account Representative to each participating government entity.