



# DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: [purchasing@dupageco.org](mailto:purchasing@dupageco.org)

INVITATION TO BID:	#11-063	BID ISSUE DATE:	05/19/11
BID DESCRIPTION:	PHARMACEUTICAL SERVICES AND SUPPLIES		
BID OPENING DATE:	06/03/11	BID OPENING TIME:	2:00 P.M.
SUBMIT 1 ORIGINAL PLUS 1 COPY		BOND REQUIRED: NONE	

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

## TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor). <b>Unauthorized contact with other DuPage County staff is strictly forbidden.</b>
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BUYER:	MARIA C. CALAMIA, CPPB	PHONE:	(630) 407-6182
EMAIL:	<a href="mailto:mcalamia@dupageco.org">mcalamia@dupageco.org</a>		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**

**PLEASE NOTE: Our bid documents have changed; please review carefully.**

**COUNTY OF DU PAGE, ILLINOIS**

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**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>PHARMACEUTICAL SERVICES AND SUPPLIES</b>
<b>USER DEPARTMENT:</b>	<b>SHERIFF DEPARTMENT AND JAIL</b>

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Deadline for Exceptions to Bid Language and Specification Inquiries. <b>MUST BE IN WRITING TO:</b>	MCALAMIA@DUPAGECO.ORG	05/25/11	2:00 p.m.
Response to Inquiries	Via E-mail	05/26/11	2:00 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	06/03/11	2:00 p.m.

<input checked="" type="checkbox"/>	<b>SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL BID
	ONE COPY
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	BID SECURITY, IF APPLICABLE
	WARRANTY INFORMATION
	COMPLETED VENDOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM (SIGNED)

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
BID SECURITY	NONE REQUIRED
CERTIFICATE OF INSURANCE	DUE WITHIN 30 DAYS OF NOTICE OF AWARD
PREVAILING WAGE REQUIREMENT	NONE REQUIRED

# COUNTY OF DU PAGE, ILLINOIS

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## INSTRUCTIONS TO BIDDERS

### **ON-LINE NOTIFICATION OF SPECIFICATIONS:**

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

### **ON-LINE PROVIDER DISCLAIMER:**

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

### **BID REQUIREMENTS:**

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

### **ALTERNATE/EQUAL BIDS:**

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

## **COUNTY OF DU PAGE, ILLINOIS**

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### **COMPETITION INTENDED:**

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

### **DEVIATIONS:**

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

### **EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

### **EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

### **ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile or e-mail bid specifications to the Bidder.

### **INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Procurement Services Division no less than seven (7) days prior to bid opening date.

### **PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

## **COUNTY OF DU PAGE, ILLINOIS**

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Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

### **SUBMISSION OF BIDS:**

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

### **CONTRACT AWARD INFORMATION:**

The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at [www.DemandStar.com](http://www.DemandStar.com).

Response summaries will be available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Bid Coordinator at (630) 407-6190.

## **END OF INSTRUCTIONS TO BIDDERS**

## COUNTY OF DU PAGE, ILLINOIS

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### GENERAL CONDITIONS

#### **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID:**

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

#### **APPLICABLE CODES AND ORDINANCES:**

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

#### **CHANGES:**

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

#### **COMMENCEMENT OF WORK:**

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

#### **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:**

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

#### **CONTRACTOR PERFORMANCE:**

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

#### **DATA COMPLIANT:**

Any and all equipment, products, components or parts supplied by the Contractor will be Year 2000 Compliant. "Year 2000 Compliant" means that the information technology will accurately process date and time from, into and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, the years 1999 and 2000, and for all leap years. "Process Date and Time Data" includes, but is not limited to, date calculations, logical functions, program branching, format conversion, edits and valuations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, Year 2000 Compliant information technology, when used in combination with other information technology, shall accurately process date and time data if the other technology properly exchanges date and time data with it.

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**DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

**ENDORSEMENTS:**

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

**F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

**FORCE MAJEURE:**

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

**HOLDING OF BIDS:**

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

**INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

**LAW GOVERNING:**

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

**LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

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### **LOBBYIST REGISTRATION:**

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

### **MSDS:**

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

### **MISCELLANEOUS REQUIREMENTS:**

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

### **PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

### **PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

### **PROTEST:**

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

### **RESERVATION OF RIGHTS:**

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

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The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

**TAX:**

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.

**TERMINATION, CANCELLATION AND DAMAGES:**

This contract may be terminated upon mutual agreement of both parties.

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

**TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

**VENUE:**

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

**WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

## COUNTY OF DU PAGE, ILLINOIS

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### SPECIAL CONDITIONS

#### **ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

#### **DELIVERY REQUIREMENTS:**

Medications will be delivered Monday through Saturday on a fourteen (14) day cycle, except for emergency orders, new admissions and changes in medications.

New orders faxed to the Contractor by 2:00 p.m. shall be delivered by 10:00 a.m. next day for formulary items and within twenty-four (24) hours for non-formulary items, unless an emergency is determined by the County.

The Contractor shall make one delivery daily, if required. All deliveries shall be made Monday through Friday by 5:00 p.m., with the exception of emergency orders. Orders placed after 1:00 p.m. on Friday shall be delivered by 10:00 a.m. Saturday morning.

Emergency orders are to be processed immediately and delivered within three (3) hours. The awarded Contractor shall have a Pharmacist on call at all times and/or may arrange to subcontract with another pharmacy or hospital to provide any pharmaceuticals requiring immediate delivery. Emergency orders are to be handled at no additional charge to the County.

The Contractor shall be required to maintain, or have available, an inventory sufficient to provide requested items on a daily basis. This determination shall be made by the DuPage County Personnel based on the Drug Formulary presently used at the DuPage County Jail (see attached).

The Contractor shall provide adequate packing lists and other documentation at the time of delivery as required by applicable laws and regulations.

All items shall be bid F.O.B. destination. The term *F.O.B. Destination* shall mean: delivered to the DuPage County Jail, 501 North County Farm Road, Wheaton, Illinois, 60187, with all charges for transportation and unloading and inside delivery paid by the Contractor. Under no circumstances will the County be liable for additional delivery charges.

The successful Contractor's delivery performance under the terms and conditions of this contract shall be satisfactory to the County.

#### **EQUIPMENT:**

The awarded Contractor will supply the following equipment as part of this contract:

Medication Carts: The Contractor shall provide four (4) heavy-duty medication and treatment carts with cassettes and trays to accommodate the volume of pharmaceuticals that need to be distributed to the inmate population. (three (3) for the Jail. The carts must be in good working condition and be able to withstand movement via elevator transport. The vendor shall be responsible for all cart maintenance and emergency repairs. All emergency repairs need to be responded to within one (1) working day and repairs completed within a reasonable time period based on the availability of parts. It is acceptable to replace a cart with an equivalent substitute during this time. Cart maintenance is required once per quarter.

Charts: Four (4) heavy duty charts

Convenience Boxes: The Contractor shall provide two (2) "Convenience Boxes" for emergency medications at no additional cost to the County Jail. **The medications in these boxes are listed on the attached Exhibit A.** The products must be labeled and organized to facilitate use. The Contractor shall maintain the medication supply, inventory the use on a weekly basis, and replace any items as indicated by the minimum/maximum quantities issued by the County.

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**Fax Machines:** The Contractor shall provide two (2) plain paper fax machines with all supplies for the contract period (with the exception of paper). These machines will be used to fax the prescriptions. The County will purchase the day-to-day supplies. The Contractor shall be responsible for all maintenance and repairs.

All equipment shall be provided at no additional charge to the County. No additional charges shall be assessed for any equipment.

### **FORMULARY:**

The formulary is a compilation of drugs deemed safe and effective for treating the common health problems routinely encountered in the inmate patient population. Formulary drugs are selected based upon demonstrated efficacy, safety over the long term and cost effectiveness.

The DuPage County Jail Formulary is a selective, partially closed formulary, which means that medical providers are restricted to using formulary medications unless a patient's condition warrants the use of a non-formulary process.

There will be some flexibility throughout the contract period to add or delete products as necessary and will be done under the direction of the County of DuPage Medical Staff.

**Included under separate cover, with this bid is a copy of the current DuPage County Jail Correctional Formulary. (Revised May 2011)**

### **GENERIC SUBSTITUTION:**

Generic substitutions are required unless the use of a generic substitute is not clinically prudent as determined by the Medical Staff at the County. The consulting pharmacist will be available to the practitioners to assist in making pharmacological decisions, which are directed towards cost-efficiency for the County.

The medications listed in the formulary shall be prescribed by their generic name. In the event that a brand name drug is requested by a prescriber, the pharmacy is authorized to dispense such medication using a generic formulation unless the generic is not therapeutically equivalent to the brand name product or it is specifically noted as "NO SUBSTITUTION". The formulary shall specify those drugs with narrow therapeutic indications where substitution is not permitted.

### **FINANCIAL STATEMENTS:**

Contractor also agrees that they will provide proof of financial stability by Dun and Bradstreet Report or financial statement, if called upon to do so. Failure to prove financial responsibility is cause for disqualification from this proposal.

### **INSPECTIONS:**

The County reserves the right to visit and inspect the premises and operation of any Contractor.

### **INVESTIGATION OF BIDDERS:**

The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies similar to that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the Contractor does not fully demonstrate its ability to carry out the obligations of the contract.

### **JOINT PURCHASING:**

**OTHER TAXING BODIES:** Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES \_\_\_\_\_ NO \_\_\_\_\_

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

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## **COUNTY OF DU PAGE, ILLINOIS**

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**NOTE:** The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

### **MEETINGS:**

**PRE-AWARD:** Bidder may be required to attend a pre-award meeting for clarifications, demonstrations and presentations.

### **PAYMENTS:**

#### **Final Payment**

From the final payment shall be retained all monies expended by the County of DuPage according to the terms of this contract and there under chargeable to the Contractor. Payment of the final sum and acceptance thereof by the Contractor shall release the County of DuPage from all claims and liabilities to the Contractor in connection with this contract. The final payment shall not become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that insofar as he has knowledge or information, release and receipts include all the labor and materials for which a lien of claim could be filed. If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

**CREDIT MEMOS:** Must be on an original form with date of return, descriptions of items and prices noted.

### **PERMITS, FEES, AND NOTICES:**

The Awarded Contractor shall secure and pay for all Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

### **PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DU PAGE:**

All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand.

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract/and (3) be returned upon request.

### **QUANTITIES:**

The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.

Should any changes in quantities be made, the Contractor shall furnish the Services required as increased or decreased at the contract unit price. If the contract quantities are changed or if the contract expires or is cancelled, no allowance to the Contractor will be made for any change in anticipated profits, nor shall changes be considered as waiving or invalidating any condition or provision of the contract.

All quantities shown are ESTIMATES ONLY of anticipated volume for the one-year period. Quantities represent total usage and not order lot quantities. Orders will be placed on an "AS-NEEDED" basis, with quantities specified at time of order placement.

## COUNTY OF DU PAGE, ILLINOIS

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**RENEWAL & EXTENSION:**

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed four (4) years.**

**SAMPLES:**

*Samples of "unit dose packaging" must be submitted with the bid package, as outlined in the Specifications.*

**SERVICE:**

Location of nearest service facility must be stated below:

**SUBCONTRACTORS:**

No Subcontractors shall be used without approval of the County.

**TRAINING:**

The Contractor will be responsible for providing an In-Service Educational Program to personnel as designated by the County of DuPage. All training shall be at no additional cost to the County of DuPage.

**VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

**WORKING WITHIN SECURED AREAS:**

A portion of the work will be performed within secured areas.

**Security**

Service Company shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at the jobsite, to Scott Wulff at (630) 407-2050, for advance security reasons.

Service Company will be required to perform all work in keeping with County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

**Notice Warning**

Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

**Contraband**

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

By knowingly conveying contraband to any persons confined in a correctional facility; or

By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The Contractor will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractor's personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County.

## **COUNTY OF DU PAGE, ILLINOIS**

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The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. County's security personnel may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.

The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Article.

Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of County's security personnel. Immediately load or unload trucks and remove from secured areas.

Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the project area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.

Within secured areas, the County will designate washing and toilet facilities for Contractor's use.

### **END OF SPECIAL CONDITIONS**

# COUNTY OF DU PAGE, ILLINOIS

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**JOHN E. ZARUBA**  
**SHERIFF**

501 N. County Farm Road  
Wheaton, Illinois 60187  
(630) 407-2000  
FAX (630) 407-2013  
[www.co.dupage.il.us/sheriff](http://www.co.dupage.il.us/sheriff)



Civil Division	(630) 407-2060
Corrections	(630) 407-2255
Crime Laboratory	(630) 407-2100
Detective Division	(630) 407-2323
Radio Room	(630) 407-2400
Records Division	(630) 407-2270
Warrants Division	(630) 407-2290

## OFFICE OF THE SHERIFF COUNTY OF DUPAGE

### APPROVAL FOR BACKGROUND INVESTIGATION, CRIMINAL HISTORY AND DRIVERS LICENSE CHECK

As an employee for a company under contract with DuPage County, I realize that a background investigation, criminal history, and driver's license check will be done before I can work in the DuPage County Jail. I hereby authorize the DuPage County Sheriff's Office to search any law enforcement database to conduct it.

List ALL names you have ever used:

Name: \_\_\_\_\_  
(PRINT) LAST, FIRST MIDDLE

Name: \_\_\_\_\_  
(PRINT) LAST, FIRST MIDDLE

Name: \_\_\_\_\_  
(PRINT) LAST, FIRST MIDDLE

Address: \_\_\_\_\_ Apt.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

# COUNTY OF DU PAGE, ILLINOIS

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## INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the County of DuPage thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Detentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	1,000,000.00
B. Each Employee-disease	1,000,000.00
C. Policy Aggregate-disease	1,000,000.00
3. Commercial General Liability	
A. Per Occurrence	2,000,000.00
B. General Aggregate	
1. General Aggregate- Per project	2,000,000.00
2. General Aggregate - Products/ Completed Operations	2,000,000.00
4. Personal and Advertising Injury	2,000,000.00
Each Occurrence	2,000,000.00
5. Fire and Legal Liability (any one fire)	100,000.00
6. Medical Expense (any one person)	10,000.00
7. Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	4,000,000.00* 4,000,000.00*
8. Business Auto Liability	1,000,000.00
*Up to \$5,000,000.00 in Contract Value	

NOTE: A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.  
B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.  
C) No work shall be started until receipt of Certificate of Insurance.

## **COUNTY OF DU PAGE, ILLINOIS**

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The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division  
Glenda Vasak, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6190  
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN INSURANCE COVERAGE:**

The Contractor shall notify the County of changes in insurance coverage in writing within 30 days.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:**

Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney.

**RIGHTS RETAINED:**

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

## **END OF INSURANCE REQUIREMENTS**

# COUNTY OF DU PAGE, ILLINOIS

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BID #11-063

## PHARMACEUTICAL SERVICES AND SUPPLIES SPECIFICATIONS AND PRICING

### SCOPE OF WORK:

The County of DuPage is seeking bids from Licensed Pharmacies for providing prescription and over the counter drugs to the DuPage County Jail. The Contractor shall provide prescriptions as written by the County Contract Physician or County Nurse. The average monthly population for 2010 for the jail is approximately 789 inmates.

Location	Facility Capacity	Average Monthly Prescriptions Written	Average Yearly Prescriptions Written
DuPage County Jail	1032	971	11,658

### ACCOUNT REPRESENTATIVE:

A qualified Account Representative shall be assigned to the DuPage County account to assist in ordering, handling service problems and providing timely information concerning the marketplace. Personal calls to DuPage County are to be made on a regularly scheduled basis.

### BILLING AND PAYMENT:

The County of DuPage shall make payment from the Contractor's original invoice, (*with WAC documentation attached*). Statements will not be considered in authorizing payments to the Contractor.

Separate billing shall be required for the DuPage County Jail. At a minimum, the Contractor's invoice shall include the following information; Inmate Name, Drug, quantity and dosage of drug prescribed and shipped, fill Date, ordering physician, WAC and WAC extended cost. The bottom line shall reflect the plus or minus percentage of WAC as bid. Dispensing Fees are to be shown as a separate item. In addition, the Contractor shall be required to print a monthly return list to outline any credit due to the County. At a minimum the return list must specify the medication and quantity returned. **The Contractor shall supply a sample billing when submitting their bid.**

Applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to this contract.

### CONSULTING:

The awarded pharmacy will have a Pharmacist Consultant review monthly, the Physician's orders of all medications and conduct quarterly audits to the Pharmacy Advisory Committee if required.

### DELIVERY CONDITIONS:

Medications will be delivered Monday through Saturday on a fourteen (14) day cycle, except for emergency orders, new admissions and changes in medications.

New orders faxed to the Contractor by 2:00 p.m. shall be delivered by 10:00 a.m. next day for formulary items and within twenty-four (24) hours for non-formulary items, unless an emergency is determined by the County.

The Contractor shall make one delivery daily, if required. All deliveries shall be made Monday through Friday by 5:00 p.m., with the exception of emergency orders. Orders placed after 1:00 p.m. on Friday shall be delivered by 10:00 a.m. Saturday morning.

Emergency orders are to be processed immediately and delivered within three (3) hours. The awarded Contractor shall have a Pharmacist on call at all times and/or may arrange to subcontract with another pharmacy or hospital to provide any pharmaceuticals requiring immediate delivery. Emergency orders are to be handled at no additional charge to the County.

The Contractor shall be required to maintain, or have available, an inventory sufficient to provide requested items on a daily basis. This determination shall be made by the DuPage County Personnel based on the Drug Formulary presently used at the DuPage County Jail (see attached).

## **COUNTY OF DU PAGE, ILLINOIS**

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The Contractor shall provide adequate packing lists and other documentation at the time of delivery as required by applicable laws and regulations.

All items shall be bid F.O.B. destination. The term *F.O.B. Destination* shall mean: delivered to the DuPage County Jail, 501 North County Farm Road, Wheaton, Illinois, 60187, with all charges for transportation and unloading and inside delivery paid by the Contractor. Under no circumstances will the County be liable for additional delivery charges.

The successful Contractor's delivery performance under the terms and conditions of this contract shall be satisfactory to the County.

### **EQUIPMENT:**

The awarded Contractor will supply the following equipment as part of this contract:

**Medication Carts:** The Contractor shall provide four (4) heavy-duty medication and treatment carts with cassettes and trays to accommodate the volume of pharmaceuticals that need to be distributed to the inmate population. (three (3) for the Jail. The carts must be in good working condition and be able to withstand movement via elevator transport. The vendor shall be responsible for all cart maintenance and emergency repairs. All emergency repairs need to be responded to within one (1) working day and repairs completed within a reasonable time period based on the availability of parts. It is acceptable to replace a cart with an equivalent substitute during this time. Cart maintenance is required once per quarter.

**Charts:** Four (4) heavy duty charts

**Convenience Boxes:** The Contractor shall provide two (2) "Convenience Boxes" for emergency medications at no additional cost to the County Jail. **The medications in these boxes are listed on the attached Exhibit A.** The products must be labeled and organized to facilitate use. The Contractor shall maintain the medication supply, inventory the use on a weekly basis, and replace any items as indicated by the minimum/maximum quantities issued by the County.

**Fax Machines:** The Contractor shall provide two (2) plain paper fax machines with all supplies for the contract period (with the exception of paper). These machines will be used to fax the prescriptions. The County will purchase the day-to-day supplies. The Contractor shall be responsible for all maintenance and repairs.

All equipment shall be provided at no additional charge to the County. No additional charges shall be assessed for any equipment.

### **FORMULARY:**

The formulary is a compilation of drugs deemed safe and effective for treating the common health problems routinely encountered in the inmate patient population. Formulary drugs are selected based upon demonstrated efficacy, safety over the long term and cost effectiveness.

The DuPage County Jail Formulary is a selective, partially closed formulary, which means that medical providers are restricted to using formulary medications unless a patient's condition warrants the use of a non-formulary process.

There will be some flexibility throughout the contract period to add or delete products as necessary and will be done under the direction of the County of DuPage Medical Staff.

**Included under separate cover, with this bid is a copy of the current DuPage County Jail Correctional Formulary. (Revised May 2011)**

### **GENERIC SUBSTITUTION:**

Generic substitutions are required unless the use of a generic substitute is not clinically prudent as determined by the Medical Staff at the County. The consulting pharmacist will be available to the practitioners to assist in making pharmacological decisions, which are directed towards cost-efficiency for the County.

The medications listed in the formulary shall be prescribed by their generic name. In the event that a brand name drug is requested by a prescriber, the pharmacy is authorized to dispense such medication using a

## COUNTY OF DU PAGE, ILLINOIS

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generic formulation unless the generic is not therapeutically equivalent to the brand name product or it is specifically noted as "NO SUBSTITUTION". The formulary shall specify those drugs with narrow therapeutic indications where substitution is not permitted.

### LICENSURE:

The awarded pharmacy shall be a business in good standing and licensed to practice pharmacy under the laws of the State of Illinois. The awarded pharmacy must employ Registered Pharmacists at all times.

### MANUALS:

The Contractor is required to furnish the DuPage County Jail with two (2) copies of the Physician's Desk Reference, and one (1) copy of the Nursing Drug Guide.

### OVER THE COUNTER MEDICATIONS:

The Contractor must also be able to provide Over the Counter Medications, those medications that can be purchased without a prescription. These medications may be bulk packed; no unit dose packaging is required. These medications will be priced in a separate section on the bid pricing form. **A list of the over the counter drugs usage for the year 2006 is attached as Exhibit B.**

### PACKAGING:

All pharmaceuticals must be packaged to accommodate rapid distribution to a large volume of inmates. All prescription drugs must be delivered in "unit dose packaging". At a minimum, each unit dose must note: inmate name, name of drug and dosage, ordering physician and fill date. **It is required that each bidder submit a sample of their "unit dose packaging" with their completed bid.** No blister packs will be accepted.

Creams and liquids must be provided in plastic containers whenever possible.

### PHARMACIST CHECKLIST:

At a minimum, the Pharmacist will check for the following on each prescription:

- ◆ Drug interaction and incompatibility
- ◆ Appropriateness of Drug Therapy
- ◆ Proper laboratory work required by some medications
- ◆ Drug dosage
- ◆ Inform Physician of any immediate concerns

Phoned in emergency orders are written by the Pharmacy and then double-checked by the receiving nurse upon delivery.

### PRICING:

This Contract shall be based upon the Wholesale Acquisition Cost (WAC) of the Pharmaceuticals plus the Dispensing Fee **or an alternate pricing method acceptable by Lisa Zegar, Health Care Administrator (please see page 3, Alternate/Equal Bids for proper submittal of an alternate pricing method).** The Successful Contractor shall submit Wholesale Acquisition Cost (WAC) plus Dispensing Fee documentation with all invoices. **(Contracts based on cost plus percentage of cost are not permitted by law; any bid with that type of pricing will be rejected.)**

Item one (1), prescription pharmaceuticals, of the bid pricing section, shall also include a dispensing charge that shall include all equipment, shipping, handling, packaging and all other charges incidental to the delivery of the Pharmaceuticals.

Option one (1), over the counter medications, of the bid pricing section, will have a separate area to note pricing. This will not include any dispensing charge, since it is expected that over-the-counter medications will be bulk packed. Unit dose packaging will not be required on over-the-counter medications. There is an additional area in this section to note any discounts or incentives offered, that would be passed on to the County (e.g. \$500 per month, over the counter at no charge). DuPage County reserves the option to purchase over the counter medications from another supplier.

The Alternate section of the bid pricing page, shall be bid on a per capita charge, that is, based on a per inmate, per month charge for formulary drugs (see attached formulary). Non-formulary drugs shall be billed at WAC+/- a percentage. This section shall not include any dispensing fee. The per capita charge shall include all

## COUNTY OF DU PAGE, ILLINOIS

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equipment, shipping, handling and packaging and all other charges incidental to the delivery of Pharmaceuticals.

### REPORTS:

The Contractor shall be responsible for providing the DuPage County Jail with quarterly audit reports, CQI Meeting Minute Reports, Return to Pharmacy Medication reports, Pharmaceutical Record Reviews and billing per inmate. **See Exhibits C and D.**

### RETURNED GOODS POLICY:

Goods ordered in error or the remainder of a released inmates prescription, are to be credited at 100% of the cost the County paid (less dispensing fee) upon their return.

All damaged goods received by DuPage County are to be credited 100% plus dispensing fee upon their return.

Manufacturer recalls are to be credited 100% plus dispensing fee upon their return.

***Contractor is to provide pharmaceuticals that can be reasonably used prior to their expiration date. Products delivered which are not current will be returned for 100% credit.***

Bidders submitting an "Alternate" bid, that are quoting prices based on per inmate charge, per month, will not be required to issue credits for "formulary" drugs that are returned. Non-formulary drugs will be credited at 100% of what the County paid upon their return within a specified time frame.

The Contractor, at the Contractor's sole risk and expense, shall be responsible for the pick up of all returned goods and the shipment of said goods back to the manufacturer, or their proper disposal, as appropriate.

The Contractor will provide a written procedure for returns and provide any necessary forms, which would be used to document credits.

Location	Approximate Average Monthly Returns	Approximate Average Yearly Returns
DuPage County Jail	276 prescriptions	3316 prescriptions

### TERM OF AGREEMENT:

The term of the agreement will be for a one year period commencing on or about July 1, 2011 through June 30, 2012; and shall be subject to three additional twelve month renewal periods provided there is no change in the terms, conditions, specifications and pricing structure unless mutually agreed to by both parties. **In no event shall the term plus renewals exceed four years.**

The County of DuPage reserves the right to extend the term of this agreement when necessary to continue a source or sources of supply whenever new or renewal contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed ninety (90) days.

### TRAINING:

The awarded Contractor will provide an In-service Educational Program to personnel as designated by the County of DuPage. This shall be provided at no additional cost to the County

### UNAVAILABLE PHARMACEUTICALS:

If for any reason a product is not available through normal ordering procedures, the Contractor must notify the County in writing, via fax. This type of situation should rarely occur as the Contractor is expected to provide most pharmaceuticals the same day. Any shortage must be corrected within twenty-four (24) hours. Approved non-formulary drugs must be obtained within twenty-four (24) hours. Medications, which are unavailable on a consistent basis, will be reviewed with the Contractor as a performance issue.

### ESTIMATED ANNUAL EXPENDITURES AND QUANTITIES:

Pharmaceutical purchases average approximately \$360,000.00 per year. The average purchase amounts specified in this solicitation, however, are approximates only, and are given for the information of the Contractor and for the purpose of bid evaluation. They do not indicate the actual amount, which may be spent per year, since such volume will depend upon the requirements of the DuPage County Jail inmates.

## COUNTY OF DU PAGE, ILLINOIS

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**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME		NAME	
CONTACT		CONTACT	
ADDRESS		ADDRESS	
CITY ST ZIP		CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL		EMAIL	
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Jail Attn: Lisa Zegar 501 North County Farm Road Wheaton, IL 60187 TX: 630-407-2222 FX: 630-407-6564		DuPage County Jail Attn: Lisa Zegar 501 North County Farm Road Wheaton, IL 60187 TX: 630-407-2222 FX: 630-407-6564	

**ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE).**

**COUNTY OF DU PAGE, ILLINOIS**

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**EXHIBIT A**  
**DU PAGE COUNTY JAIL - ADULT**  
**STOCK MEDICATION INVENTORY LEVEL**  
**(CONVENIENCE BOX)**

<b>MEDICATION</b>	<b>DOSE</b>	<b>FORM</b>	<b>MAX QTY</b>	<b>MIN LEVEL</b>
Atenolol (Tenormin)	50 mg	tab	14	4
Albuterol Inhaler		Inhaler	1	1
Ativan	2mg/cc	Inj	2	1
Amoxicillin	500 mg	cap	14	4
Bactrim DS		tab	14	4
Benadryl	25mg	Tab	14	4
Benztropin (Cogentin)	1 mg	tab	14	4
Benztropin (Cogentin)	1 mg/ml	Inj	14	4
Carbamazapine (Tegretol)	200mg	tab	14	4
Clonidine (Catapres)	0.1mg	tab	14	4
Clonidine (Catapres)	0.2mg	Tab	14	4
Colace	100mg	Tab	14	4
Coumadin	5 mg	tab	14	4
Cortisporin Ophthalmic drops		gtts	1	0
Depakene	250mg	Tab	14	4
Dextrose	50%	Inj	1	0
Diazepam (Valium)	5mg/cc	Inj	2	0
Dicyclomine (Bentyl)	20 mg	cap	14	4
Diflucan	150mg	Tab	14	4
Digoxin	0.125 mg	tab	14	4
Dyazide	37.25/2.5	Tab	14	4
Epinephrine	1mg/mL	Inj	3	0
Elavil	25 mg	tab	14	4
Folic Acid	1 mg	tab	14	4
Donnatol Extend Tabs		tab	14	4
Docycycline	100mg	tab	14	4
Emetrol		Bottle	1	1
Erythromycin	50mg	tab	14	4
Flagyl	500mg	Tab	14	4
Flexeril	10 mg	Tab	14	4
Fleets Enema		bottle	2	1
Furosemide (Lasix)	20mg	Tab	14	4
Glucagon	1mg	inj	1	0
Glucophage	500 mg	Tab	14	4
Glucotrol	5 mg	Tab	14	4
Haldol	1mg	tab	7	2
Haldol	2mg	tab	7	2
Haldol	5mg/ml	inj	1	0
HCTZ	25 mg	Tab	14	4
Ipecac Syrup	30cc	liq	2	1
Keflex	500 mg	Tab	14	4
Librium	25mg	Tab	14	4
Lithium	300 mg	tab	14	4
Lomotil	2.5mg	tab	14	4
Nitroglycerine	0.4mg	tab	14	4
Pen VK	250 mg	tab	14	4
Pen VK	500mg	tab	14	4

**COUNTY OF DU PAGE, ILLINOIS**

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<b>MEDICATION</b>	<b>DOSE</b>	<b>FORM</b>	<b>MAX QTY</b>	<b>MIN LEVEL</b>
Dilantin	100mg	cap	14	4
Paxil	10 mg	Tab	14	4
Prednisone	10mg	tab	14	4
Compazine Suppositories	25mg	supp	1box	0
Silver Nitrate Sticks			1 box	0
<b>MEDICATION</b>	<b>DOSE</b>	<b>FORM</b>	<b>MAX QTY</b>	<b>MIN LEVEL</b>
Silvadene Cream		Cream	1 jar	0
Sinequan	50 mg	Cap	14	4
Tagamet	400mg	tan	14	4
Tetanus Toxoid		inj	1	0
Tetracycline	250mg	cap	14	4
Tetracycline	500mg	Cap	14	4
Thiamine	100mg	tab	14	4
Tigan	25mg/cc	inj	1	0
Thorazine	50 mg	Tab	14	4
Thorazine	25mg/cc	inj	1	0
Trazadone	50 mg	Tab	14	4
Vasotec	5 mg	Tab	14	4
Vistaril	25mg	Tab	14	1

**COUNTY OF DU PAGE, ILLINOIS**

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**EXHIBIT B**  
**DU PAGE COUNTY JAIL - ADULT**  
**OVER-THE COUNTER USAGE 2006**

DRUG NAME	"NUMBER OF RX'S"	QUANTITY
A&D OINTMENT	1	60
ACETAMINOPHEN TAB 500 MG	30	30,000
ANALGESIC BALM	9	270
ANTI-DANDRUFF SHAMPOO	16	3840
ANTI-FUNGAL CREAM	70	3420
ARTIFICIAL TEARS	45	675
ASPRIN 5 GR E.C.	10	2310
ASPRIN 81 MG.	1	30
ASPRIN 81 MG. E.C.	18	600
ASPRIN 325 MG.	1	30
BACITRACIN OINTMENT	51	2908
BENZOYL PEROXIDE 10% GEL	3	135
BENZOYL PEROXIDE 10% LOTION	13	390
BENZOYL PEROXIDE 5% GEL	6	495
BETADINE SOLUTION	3	1440
BISACODYL 5 MG.	36	642
CALAMINE LOTION	4	720
CALCIUM CARB 500 MG.	3	180
CALCIUM CARB 500 MG. - 150 TABS	1	150
CANKAID ORAL ANTISEPTIC	2	2
CHLORPHENIRAMINE 4 MG.	15	150
CHLORPHENIRAMINE 8 MG.	11	168
CHLORPHENIRAMINE E.R. 12 MG.	17	862
DEEP SEA NASAL SPRAY	21	945
DIPHENHYDRAMINE 25 MG.	71	897
DIPHENHYDRAMINE 50 MG.	77	1996
DOCUSATE 100 MG.	69	3831
EUCERIN LOTION	1	240
EYE LUBRICANT OPHTHAL. OINT.	4	16
EYE STREAM IRRIGATION	2	240
FERROUS SULFATE 325 MG.	6	231
HEMMORHOIDAL SUPP.	2	24
HEMMORHOIDAL OINT	3	180
HYDROCERIN CREAM	2	240
HYDROCORTISONE CREAM 1%	61	2160
HYDROCORTISONE OINT 1%	37	1850
IBUPROFEN 200 MG.	39	30,500
ISAGEL LOTION	5	10
LOPERAMIDE CAPS 2 MG.	1	15
MEDIPLAST 40%	1	25
MI-ACID SUSP	3	1080
MI-ACID PLUS SUSP	56	79,200
MONISTAT-3 CREAM	1	1
MV TABS	12	615
MVI TABS	3	90
NASAL DECONGESTANT SPRAY	2	30
NATURAL FIBER POWDER	4	1478
NAUSEA CONTROL CHERRY	15	1710
NIACIN 500 MG.	1	120
PEPTIC ACID RELIEF	7	1680
PODODCON 25% SOL	1	15
POVIDINE IODINE OINT.	1	30
PSUEDOEPHRINE 30 MG.	2	24
PSUEDOEPHRINE 60 MG.	1	12
RANITIDINE TAB 75 MG.	14	470
SELENIUM SULFIDE SHAMPOO	8	960
SIMETHICONE TAB 80 MG.	1	90
THIAMINE TAB 100 MG.	137	2051
TRIPLE ANTIBIOTIC OINT.	26	780
VASOCON-A SOL	1	15
WART-AWAY LIQUID	1	15
ZINC OXIDE OINT.	4	4
<b>TOTAL</b>	<b>611</b>	

**COUNTY OF DU PAGE, ILLINOIS**

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**EXHIBIT C**

**CONSULTING PHARMCIST INSPECTION REPORT**

**Facility:** DuPage County Jail

**Administrator:**

	<b>Yes</b>	<b>No</b>
1. Class II medications are kept in separate locked storage.		
2. Controlled medications are properly stored.		
3. Controlled administration records are properly kept.		
4. Medication requiring refrigeration is properly stored.		
5. Medication containers checked for proper labeling.		
6. Patient's charts checked for orders compared to medication on hand.		
7. Expiration dates checked.		
8. Stop orders checked.		
9. Reference materials available.		
10. Discontinued medication returned to central pharmacy.		
11. Proper recording of wasted medication.		
12. Proper storage of medication.		
13. Proper charting by nursing personnel.		
14. Refrigerator temperature between 35° and 50° F.		
15. Emergency kit properly stored, inventoried, sealed and used by appropriate personnel.		
16. Syringes, scalpels and other hazardous waste disposed of properly.		
17. Stock medications signed out properly	<b>YES</b>	<b>NO</b>

	<b>MEDICATION</b>	<b>ACTUAL COUNT</b>	<b>INVENTORY RECORD</b>
	A.		
	B.		
	C.		
	D.		
	E		

	<b>ITEM</b>	<b>ACTUAL COUNT</b>	<b>INVENTORY RECORD</b>

Comments:

Signature of Consulting Pharmacist: \_\_\_\_\_ License # \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF DU PAGE, ILLINOIS**

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**THIS FORM IS USED FOR THE QUARTERLY AUDIT.**

**EXHIBIT D**  
**PHARMACEUTICAL RECORD REVIEW**

Record Identification Number: \_\_\_\_\_ Date: \_\_\_\_\_

<b>CRITERIA</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
1. Medication prescribed is appropriate for diagnosis.			
2. Dosage is within recommended range.			
3. Duration of therapy is appropriate.			
4. Medication order is signed and dated by prescriber.			
5. Patient is not allergic to drug ordered.			
6. No drug interactions are present.			
7. All telephone orders are signed according to state regulations.			
8. All verbal orders and transcription on MAR correspond.			
9. Medication orders and transcription on MAR correspond.			
10. Initials of nurse transcribing order are on MAR			
11. Start date listed on MAR			
12. Stop date listed on MAR.			
13. Stop date is not exceeded.			
14. Administered dosage is properly initialed.			
15. Omitted doses properly documented (i.e., no show, refused, etc.)			
16. MAR is signed by nurse in designated area.			
17. PRNs are properly documented.			
18. Evidence of documented counseling for non-compliance.			

QUARTERLY, IT IS EXPECTED THAT THE AWARDED CONTRACTOR WILL PULL APPROXIMATELY 20-25 CHARTS, ANALYZE THEM AND FILL OUT FORM ABOVE

**COUNTY OF DU PAGE, ILLINOIS**

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**BID FORM**  
**PROCUREMENT SERVICES DIVISION**  
**BID #11-063**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

the Owner/Sole Proprietor       a Member of the Partnership       an Officer of the Corporation       a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

## **COUNTY OF DU PAGE, ILLINOIS**

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If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

# COUNTY OF DU PAGE, ILLINOIS

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## BID PRICING

### **ITEM 1 – PRESCRIPTION MEDICATIONS – BRAND NAME MEDICATIONS:**

Bid prices with an additional area to mark a firm dispensing charge shall include all equipment, shipping, handling, packaging and all other charges incidental to the delivery of the Pharmaceuticals.

A. Approximate Average Yearly Volume: \$403,000.00

Wholesale Acquisition Cost + \_\_\_\_\_% OR Wholesale Acquisition Cost-\_\_\_\_\_%  
(Plus) (Minus)

\$403,000 X 1.\_\_\_\_\_% = \_\_\_\_\_ OR \$403,000 X \_\_\_\_\_% = \_\_\_\_\_  
(Percentage from above) (%Mark up + \$360,000) (Percentage from above) (\$360,000 Minus % mark up)

Total Item 1 – Section A = \_\_\_\_\_ (\$403,000 +/- % mark-up)

B. Approximate Prescription Volume: 11,660 Yearly

Dispensing Fee \_\_\_\_\_ per prescription

11,600 X \_\_\_\_\_ = \_\_\_\_\_  
(Dispensing Fee)

Total Item 1 – Section B = \_\_\_\_\_ (11,600 x fee)

**TOTAL ITEM 1 = \_\_\_\_\_ (Total Section A + Section B)**

### **ITEM 2 – PRESCRIPTION MEDICATIONS – GENERIC MEDICATIONS:**

Bid prices with an additional area to mark a firm dispensing charge shall include all equipment, shipping, handling, packaging and all other charges incidental to the delivery of the Pharmaceuticals.

A. Approximate Average Yearly Volume: \$403,000.00

Wholesale Acquisition Cost + \_\_\_\_\_% OR Wholesale Acquisition Cost - \_\_\_\_\_%  
(Plus) (Minus)

\$403,000 X 1.\_\_\_\_\_% = \_\_\_\_\_ OR \$403,000 X \_\_\_\_\_% = \_\_\_\_\_  
(Percentage from above) (%Mark up + \$360,000) (Percentage from above) (\$360,000 Minus % mark up)

Total Item 2 – Section A = \_\_\_\_\_ (\$403,000 +/- % mark-up)

B. Approximate Prescription Volume: 11,600 Yearly

Dispensing Fee \_\_\_\_\_ per prescription

11,600 X \_\_\_\_\_ = \_\_\_\_\_  
(Dispensing Fee)

Total Item 2 – Section B = \_\_\_\_\_ (11,600 x fee)

**TOTAL ITEM 2 = \_\_\_\_\_ (Total Section A + Section B)**

## COUNTY OF DU PAGE, ILLINOIS

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### OPTION 1 – OVER THE COUNTER MEDICATIONS

Bid prices shall include all equipment, shipping, handling and all other charges incidental to the delivery of the over-the-counter medications. Unit dose packaging is not required on Over the Counter medications.

A. Approximate Average Yearly Volume: \$8000.00

Wholesale Acquisition Cost + \_\_\_\_\_% OR Wholesale Acquisition Cost - \_\_\_\_\_%  
(Plus) (Minus)

\$8,000 X 1.\_\_\_\_\_% = \_\_\_\_\_ OR \$8,000 X \_\_\_\_\_% = \_\_\_\_\_  
(percentage from above) (%mark up + \$2,235) (percentage from above) (\$2,235 minus % mark up)

**List any discounts, pricing structures or incentives that are offered on Over-the-counter drugs:**

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**TOTAL OPTION 1 =** \_\_\_\_\_ (\$8,000 +/- % mark-up)

**TOTAL LUMP SUM BID: (ITEM 1 + ITEM 2 + OPTION 1) \$** \_\_\_\_\_  
Total in figures

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(Print or Type)

### ALTERNATE BID:

Bid prices to be based on per inmate per month charge for formulary drugs. Non-formulary drugs will be billed at WAC +/- a percentage. An Alternate Bid shall not include a dispensing charge but shall include all equipment, shipping, handling, packaging and all other charges incidental to the delivery of the Pharmaceuticals. No credit will be given on formulary drugs returned, non-formulary will be at 100% of County purchase price.

A. Approximate Average Population= 789 inmates

789 X \_\_\_\_\_ = \_\_\_\_\_ = monthly charge for formulary drugs  
(Per month charge for Formulary Drugs)

\_\_\_\_\_ X 12 = \_\_\_\_\_ = yearly charge for formulary drugs  
(Monthly charge for Formulary Drugs)

Total Alternate 1 – Section A = \_\_\_\_\_ (Total annual charge)

B. Approximate Non-Formulary Yearly Volume= \$100,000.00

Wholesale Acquisition Cost + \_\_\_\_\_% OR Wholesale Acquisition Cost - \_\_\_\_\_%  
(Plus) (Minus)

\$100,000 X 1.\_\_\_\_\_% = \_\_\_\_\_ OR \$100,000 X \_\_\_\_\_% = \_\_\_\_\_  
(Insert percentage from above) (Insert percentage from above)

Total Alternate 1 – Section B = \_\_\_\_\_ (total yearly volume Non-formulary)

**TOTAL ALTERNATE 1 = \$** \_\_\_\_\_ **(Total Section A + Section B)**

**COUNTY OF DU PAGE, ILLINOIS**

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**BID AWARD CRITERIA:**

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

**X**

**(Signature and Title)**

**CORPORATE SEAL**

**(If available)**

**BID MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2009

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

## COUNTY OF DU PAGE, ILLINOIS

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### VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

**Continuing Disclosure:** It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

**Failure to Comply:** Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

**Contribution:** A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

**Gift:** Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

**Multi-year contracts:** Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

**Prohibited Source:** Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

**COUNTY OF DU PAGE, ILLINOIS**



**Required Vendor Ethics Disclosure Statement**

Company Name:			
Company Contact:		Contact Phone:	
Bid/Contract/ PO:			

For this Disclosure "I/ me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

**A.** The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OFI003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf)), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources).

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

**B.** The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OFI003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf)), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

**I have made the following campaign contributions within the last twelve months:** (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Attach additional sheets if necessary. Sign each added sheet and number each page \_\_(#) of \_\_(total pages).

**C.** I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

**D.** Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to County action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts
- With any request for change order except those issued by the County for administrative adjustments.

***Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.***

Authorized Signature

**Printed Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_

Page 1 of

\_\_\_\_\_

# COUNTY OF DU PAGE, ILLINOIS

Form **W-9**  
 (Rev. January 2011)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)					
	Business name/disregarded entity name, if different from above					
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate					
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►					
	<input type="checkbox"/> Other (see instructions) ►					
	Address (number, street, and apt. or suite no.)			Requester's name and address (optional)		
	City, state, and ZIP code					
	List account number(s) here (optional)					

### **Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>		
[ ] - [ ] - [ ]	[ ] - [ ] - [ ]	[ ] - [ ] - [ ]

<b>Employer identification number</b>								
[ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ]								

### **Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. person</b> ►	<b>Date</b> ►
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### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# COUNTY OF DU PAGE, ILLINOIS

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

## **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose name you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

# COUNTY OF DU PAGE, ILLINOIS

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name" sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

# COUNTY OF DU PAGE, ILLINOIS

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**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner <sup>5</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>6</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

<sup>5</sup>**Note.** Grantor also must provide a Form W-9 to trustee of trust.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Please submit completed W-9 form with your bid proposal

## COUNTY OF DU PAGE, ILLINOIS

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### REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

**COUNTY OF DU PAGE, ILLINOIS**

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**SAMPLE**

**CONTRACT AGREEMENT**

**CONTRACT #[CONTRACT NUMBER] BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DU PAGE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and \_\_\_\_\_, licensed to do business in the State of Illinois, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #11-063 for its Sheriff Department and Jail, located at 501 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 CONTRACT DOCUMENTS**

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made apart of the obligations undertaken by the parties:

- 1.1.a Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.i Exhibits
- 1.1.j County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the higher lettered document will control unless otherwise noted in this document.

**2.0 DURATION OF THIS CONTRACT**

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one year period beginning on July 1, 2011 and continuing through June 30, 2012.
- 2.2 The Contract term is subject to renewal according to the Bid Invitation Specifications.
- 2.3 In no event shall the term plus renewals exceed four (4) years.

**3.0 BID PRICES AND PAYMENT**

- 3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act.

# **COUNTY OF DU PAGE, ILLINOIS**

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## **4.0 AMENDMENTS**

- 4.1 This Contract may be amended by mutual agreement.
- 4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

## **5.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES**

- 5.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

## **6.0 SEVERABILITY CLAUSE**

- 6.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

## **7.0 GOVERNING LAW**

- 7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

## **8.0 ENTIRE AGREEMENT**

- 8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

**COUNTY OF DU PAGE, ILLINOIS**

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

TYRONE J. TIPITINO  
FINANCIAL SERVICES ADMINISTRATOR/  
CHIEF PROCUREMENT OFFICER

**[CONTRACTOR]**

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

AUTHORIZED SIGNATURE

\_\_\_\_\_

TITLE

**LATE BIDS CANNOT BE ACCEPTED!**

**SEALED BID PROPOSAL**

**INVITATION #:** 11-063

**OPENING DATE:** 06/03/11

**OPENING TIME:** 2:00 P.M.

**DESCRIPTION:** PHARMACEUTICAL SERVICES AND SUPPLIES

**DATED MATERIAL-DELIVER IMMEDIATELY**

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)  
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL  
TO HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**