



# 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)

<b>INVITATION TO BID:</b>	<b>#15-154-KK</b>	<b>BID ISSUE DATE:</b>	<b>08/17/2015</b>
<b>BID DESCRIPTION:</b>	<b>Furnish and Deliver FireEye Security Appliances</b>		
<b>BID OPENING DATE:</b>	<b>08/31/2015</b>	<b>BID OPENING TIME:</b>	<b>3:00 p.m.</b>
<b>SUBMIT 1 ORIGINAL PLUS ONE (1) COPY</b>		<b>BOND REQUIRED: NO</b>	

**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 - the original should be clearly marked "ORIGINAL;" each copy must be identical to the original, must be received in a sealed envelope that has (1) your name and address in the UPPER left corner and (2) 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:	<b>DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978</b>
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).

**Unauthorized contact with other DuPage County staff or officers is strictly forbidden.**

BUYER:	KARIN KIETZMAN	PHONE:	(630) 407-6181
EMAIL:	Karin.kietzman@dupageco.org		

FULL NAME OF BIDDER:	
BID CONTACT PERSON:	
TELEPHONE NUMBER:	BID CONTACT E-MAIL:

**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**

**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>Furnish and deliver FireEye Security Appliances</b>		
<b>USER DEPARTMENT:</b>	<b>Information Technology</b>		

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: Karin.kietzman@dupageco.org	08/24/15	3:00 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	08/31/15	3:00 p.m.

<input checked="" type="checkbox"/>	<b>SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL BID
	ONE (1) 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
	WARRANTY INFORMATION
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

# 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.

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.

### **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.

## COUNTY OF DU PAGE, ILLINOIS

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### **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 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 up to the deadline listed on the Project Information page for Exceptions to Bids.

### **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. 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.

## COUNTY OF DU PAGE, ILLINOIS

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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.

### **PROPRIETARY INFORMATION:**

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

### **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 Buyer.

**COUNTY OF DU PAGE, ILLINOIS**

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**END OF INSTRUCTIONS TO BIDDERS**

# COUNTY OF DU PAGE, ILLINOIS

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## GENERAL CONDITIONS

### **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):**

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.

### **COMMUNICATIONS:**

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

### **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.

## COUNTY OF DU PAGE, ILLINOIS

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**DISCIPLINE:**

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

**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, to the extent permitted by law, 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.

## COUNTY OF DU PAGE, ILLINOIS

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### **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.

### **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.

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

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### **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.

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 E9997-4551-07. 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:**

Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.

**EXTENDED WARRANTY OPTIONS:**

Attach additional information, if available, to your bid submittal.

**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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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.

**LITERATURE:**

Contractor must supply with their bid latest printed specifications and advertising literature on the equipment they propose to furnish.

**MANUALS:**

Contractor shall supply one (1) parts book, one (1) service and repair manuals and one (1) operator's manual with unit at time of delivery.

**PRE-AWARD:** Bidder may be required to attend a pre-award meeting for clarifications, demonstrations, presentations; this meeting will be set with the Bidder prior to award of the contract.

**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.

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

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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.

### **VENDOR QUALIFICATIONS:**

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

## **END OF SPECIAL CONDITIONS**

# COUNTY OF DU PAGE, ILLINOIS

## BID #15-154-KK SPECIFICATIONS

This bid is FireEye appliances, software agents and Platinum Support for the DuPage County Information Technology Department, located at 421 North County Farm Road, Wheaton, Illinois, 60187.

### 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 Information Technology 421 North County Farm Road Wheaton, IL 60187		DuPage County Information Technology Attn: Wendi Wagner 421 North County Farm Road Wheaton, IL 60187 EMAIL:	

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

**BID FORM  
PROCUREMENT SERVICES DIVISION  
BID #15-154-KK**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

# COUNTY OF DU PAGE, ILLINOIS

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.

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.)*

## COUNTY OF DU PAGE, ILLINOIS

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.

### BID AWARD CRITERIA:

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

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (see PREPARATION OF BIDS section).

### BID PRICING:

DuPage County is soliciting bids for pricing on FireEye appliances, software agents and Platinum Support listed below. Responsive Bidders should fill out the table below for pricing. DuPage County intends to procure the below items from the lowest responsible bidder by 9/30/2015.

Description	Qty	Unit Price	Total
FireEye NX 7400 Appliance	1		
FireEye NX Dynamic Threat Intelligence Cloud 2-way 1 year	1		
FireEye NX Support Platinum 1 year	1		
FireEye Active Fail Open Switch 1G	2		
FireEye Active Fail Open Switch 1G Support Platinum 1 year	2		
FireEye HX 4400 Appliance	1		
FireEye HX 4400 Support Platinum 1 year	1		
FireEye HX 4400D DMZ Appliance	1		
FireEye HX 4400D DMZ Support Platinum 1 year	1		
FireEye HX Endpoint Agent Software 2000-4999 Modes	2500		
FireEye HX 2000-4999 nodes Support Platinum 1 year	2500		

### TOTAL BID AMOUNT:

\$ \_\_\_\_\_

Total (in figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

(Print or Type)

### DELIVERY: \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

**X**

(Signature and Title)

**CORPORATE SEAL**

(If available)

REVISED 06/28/2013

**COUNTY OF DU PAGE, ILLINOIS**

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**BID MUST BE SIGNED AND NOTARIZED  
FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_

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

## COUNTY OF DU PAGE, ILLINOIS

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### VENDOR ETHICS DISCLOSURE

The Vendor Ethics Disclosure Statement 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.

**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 the current and previous calendar years.

**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:			

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**I have made the following campaign contributions within the current and previous calendar year:**

*If no contributions have been made enter "NONE" below:*

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).*

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**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 on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

**The full text of the county's ethics and procurement policies and ordinances are available at** <http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Page 1 of \_\_\_\_\_ **Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.**

# COUNTY OF DU PAGE, ILLINOIS

**W-9**

Form  
(Rev. December 2014)  
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►	
5 Address (number, street, and apt. for units) <span style="float: right;">Requester's name and address (optional)</span> 6 City, state, and ZIP code	
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 8. 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number						
		-		-		

Employer identification number									
		-							

### 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); and
4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here	Signature of U.S. person(s)	Date ►
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See [What is backup withholding?](#) on page 2.

By signing the filled-out form, you:

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 paying. 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, and
4. Certify that FATCA codes(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See [What is FATCA reporting?](#) on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

**Please submit completed W-9 form with your bid proposal**

# COUNTY OF DU PAGE, ILLINOIS

## 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**

**SAMPLE**  
**CONTRACT AGREEMENT**  
**CONTRACT #15-154-KK BETWEEN [CONTRACTOR]**  
**AND THE COUNTY OF DU PAGE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 #15-154-KK for its Department of Information Technology, located at the DuPage County Center, 421 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 a part 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 documents control from top to bottom; i.e., "a" controls over "b".

**2.0 DURATION OF THIS CONTRACT**

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a \_\_\_\_\_ year period beginning on \_\_\_\_\_, 20\_\_\_\_ and continuing through \_\_\_\_\_, 20\_\_\_\_.
- 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.

# COUNTY OF DU PAGE, ILLINOIS

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3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

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: \_\_\_\_\_

JOHN A. MENEGHINI  
PROCUREMENT OFFICER

**[CONTRACTOR]**

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

AUTHORIZED SIGNATURE

\_\_\_\_\_

TITLE

# NO-BID RESPONSE

Bid # 15-154-KK

FireEye Appliances, Software Agents and Platinum Support

In the event that your organization chooses not to submit a proposal for this solicitation the DuPage County Procurement Services Division is interested in the reasons why offerors have chosen not to submit proposals in order to better serve the taxpayers of DuPage County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Other (please specify):

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

Contact Person: \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:**

Please send your responses to:

DuPage County Procurement Services  
421 N. County Farm Road  
Room 3-400  
Wheaton, IL 60187  
Attn: Karin Kietzman  
Email: [BidInformation@DuPageCo.Org](mailto:BidInformation@DuPageCo.Org)

**LATE BIDS CANNOT BE ACCEPTED!**

**SEALED BID PROPOSAL**

**INVITATION #:** 15-154-KK

**OPENING DATE:** 08/31/15

**OPENING TIME:** 3:00 P.M.

**DESCRIPTION:** FireEye Appliances, Software Agents and Support

**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!**