



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

INVITATION TO BID:	#13-072	BID ISSUE DATE:	03/27/13
BID DESCRIPTION:	Furnish, Fit and Deliver Body Armor and Stab Vests		
BID OPENING DATE:	04/10/13	BID OPENING TIME:	1:30 p.m.
SUBMIT 1 ORIGINAL PLUS 2 COPIES		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 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:	Maria C. Calamia, CPPB	PHONE:	(630) 407-6182
EMAIL:	mcalamia@DuPageCo.org		
BID COORDINATOR:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	Glenda.Vasak@DuPageCo.org		

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

PROJECT INFORMATION

PROJECT NAME:	Furnish, Fit & Deliver Body Armor & Stab Vests
USER DEPARTMENTS:	Sheriff Department & Office of Homeland Security and Emergency Management

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: BidInformation@DuPageCo.Org	04/02/13	1:30 p.m.
Response to Inquiries	Via E-mail	04/03/13	1:30 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	04/10/13	1:30 p.m.

<input checked="" type="checkbox"/>	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	TWO (2) COPIES
	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 ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

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INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at 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.

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. 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.

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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.

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

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

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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.

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 with 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).

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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.

Response summaries will be available over the Internet at 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

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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. 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.

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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.

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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.

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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 E9997-4551-06. 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.

END OF GENERAL CONDITIONS

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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:

All purchases must be labeled and packaged and specified and delivered F.O.B. freight prepaid to the DuPage County Sheriff's Office, 501 N. County Farm Road, Wheaton, IL 60187.

All deliveries shall be made Monday through Friday between the hours of 8:30 a.m. and 3:00 p.m.

The DuPage County Sheriff's Office may opt to pick up body armor or stab vests at the Contractor's location. The decision will be made at the sole discretion of the Sheriff's Office.

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.

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.

PRICING:

Prices shall remain firm for a one (1) year period from contract award.

QUALITY:

Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Procurement Manager. Body Armor and Stab Vests must be those specified by the DuPage County Sheriff's Office or approved equal.

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.

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.

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.**

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SERVICE:

Location of nearest service facility must be stated below:

SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein. The County of DuPage reserves the right to reject any or all subcontractors.

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 James Kruse at (630) 407-2003, 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 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. 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

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COUNTY OF DU PAGE, ILLINOIS

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

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



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

I, the undersigned, hereby authorize the DuPage County Sheriff to submit my fingerprints and other necessary identifying information to the Illinois State Police and/or the Federal Bureau of Investigation for the purpose of obtaining the release of any/all criminal history record information provided to and held by the aforementioned entities regarding me.

I, the undersigned, further authorize the DuPage County Sheriff to release of any/all criminal history record information obtained regarding me to _____.

I acknowledge that the criminal history record information obtained and/or released is to be used in the interest of and in the due administration of criminal laws or for the purpose of evaluating the qualifications and character of employees, prospective employees, licensure applicants, license holders, volunteers or prospective volunteers of units of local government, school districts and private organizations.

I, the undersigned, understand that the criminal history record information obtained by the DuPage County Sheriff shall be available to me for review and that I have the right to review and correct any criminal history record information the aforementioned entities may disseminate regarding me consistent with any applicable fees and rules and upon further verification of my identity.

List ALL names you have ever used (including maiden name) beginning with the most recent:

Name: _____
(Print) Last First Middle

Name: _____
(Print) Last First Middle

Name: _____
(Print) Last First Middle

Address: _____

City: _____ State: _____ Zip: _____

COUNTY OF DU PAGE, ILLINOIS

Date of Birth: _____

Driver's License: _____ Sex: _____ Race: _____

Signature: _____

Date: _____

Witness: _____

Sign

Print

Office Use Only:

Agency ORI Number:

Cost Center (if applicable):

Contact Person Name:

Contact Person Phone #:

Purpose Code:

2 OF 2

COUNTY OF DU PAGE, ILLINOIS

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 Retentions.

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

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:

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.

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
Maria C. Calamia, CPPB, Buyer
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6182
FX: (630) 407-6201

COUNTY OF DU PAGE, ILLINOIS

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

BID #13-072 SPECIFICATIONS & PRICING

This Invitation to Bid is for the purchase, F.O.B. fitted and delivered, Armor Express, Level III, Halo Body Armor, or approved equal and Armor Express, Taurus SPK-3 Stab Resistant Vests, or approved equal, to be shipped prepaid to DuPage County Sheriff's Department, 501 North County Farm Road, Wheaton, Illinois 60187.

The following detailed product specifications set forth the estimated quantities, style, construction and quality of body armor and stab vests intended for use by the members of the DuPage County Sheriff's Department. For reasons of safety, comfort and quality control, the DuPage County Sheriff's Department has chosen styles, listed above and **NO SUBSTITUTES WILL BE ACCEPTED**.

ESTIMATED ANNUAL EXPENDITURES AND QUANTITIES:

The anticipated annual contract award amount for this solicitation is \$37,450.00. The estimated quantities indicated in the schedule are an approximation of one year's requirements based on past experience and are not binding on the County of DuPage. The quantities and items shown are for bid analysis purposes only. The County of DuPage has the right to order any quantity which the using department deems necessary.

LABELING:

BALLISTIC PANEL LABELING: Each ballistic panel will be labeled in strict compliance with the requirements set forth in the most current NIJ (National Institute of Justice) Standard.

STAB RESISTANT PANEL LABELING: Each stab resistant panel will be labeled in strict compliance with the requirements set forth in the most current NIJ (National Institute of Justice) Standard.

GARMENT OR CARRIER LABELING: Each vest garment or carrier will be labeled in strict compliance with the requirements set forth in the most current NIJ (National Institute of Justice) Standard.

MEASUREMENTS AND FITTING:

CUSTOM FITTING:

The Contractor or authorized representative shall take individual officer measurements. Each delivered vest shall fit in accordance with stringent guidelines. Soft body armor fit guidelines are as follows:

1. The neck cutout of the upper portion of the front ballistic panel shall be fit as to maintain concealability when worn with an open-collar uniform shirt.
2. The bottom edge of the front ballistic panel must be within one inch (1") of the highest waist belt (usually a duty belt) when the wearer is in a relaxed seated position.
3. The side edges of the front and back ballistic panels shall be fit for a one-inch (1") gap between panes during the initial custom fitting.
4. The bottom edge of the back ballistic panel must be within one-inch (1") of the duty belt when the wearer is in a standing position.
5. The front ballistic panel intended for females shall be designed to closely follow the curvature of each female's chest. To increase comfort and wear ability it will be constructed without any seams or darts.

PROXIMITY FOR FITTING:

The successful bidder must provide personnel and/or locations in sufficient quantity and quality to adequately take initial measurements and make fittings. It will be required that the successful bidder have one or more permanent outlets at all times during the contract period. DuPage County may also require that the Awarded Contractor take measurements and conduct fittings on site at the Sheriff Department at no additional charge. See the Special Condition section, "Working in Secured Areas" for additional information.

The location(s) for measurement taking must be available during a normal business week at any time during the contract period. Hours of operation of these facilities or fittings conducted on site, shall be Monday through Friday, with normal business hours such as 8:00 a.m. to 5:00 p.m., with the exception of recognized holidays.

COUNTY OF DU PAGE, ILLINOIS

ADJUSTMENTS AND ALTERATIONS: Any vest that does not fit properly shall be returned to the manufacturer for alteration. All such fit adjustments shall be performed in fourteen (14) days or less.

The bidder must repair or replace any and all vests that become unserviceable because of manufacturing defects during the warranty period.

PACKAGING:

Armor shall be packaged and shipped consistent with good commercial practices. Armor shall be ordered and shipped as a package to include:

ARMOR EXPRESS, HALO BODY ARMOR INCLUDES:

HALO BODY ARMOR, EVOLUTION CARRIER (NAVY) AND ARA SHOCK 5" X 8" TRAUMA PLATE

PACKAGING:

Armor shall be packaged and shipped consistent with good commercial practices. Armor shall be ordered and shipped as a package to include:

ARMOR EXPRESS, TAURUS SPK3 STAB RESISTANT VEST INCLUDES:

STAB RESISTANT VEST, EQUINOX CARRIER AND COOL MAX T-SHIRT

PLASTIC BAGS: Each set of armor shall be packaged in a suitable sealed plastic bag. Each bag shall have the officer's name clearly marked for easy identification. The armor shall lie flat with the front panel laid over the back panel with the straps neatly attached.

SHIPPING CARTONS: The shipping cartons shall have no voids or slack space that will allow crushing or distortion from stacking.

PACKING SLIPS: Each shipping carton shall contain a packing slip bearing the manufacturer's name, commodity, quantity, lot number and serial number. The packing slip shall be easily identified and readily available. If attached to, or included with a carton, that carton shall be suitably marked to facilitate locating the slip.

PRODUCT CONSISTENCY:

The manufacturer must warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified.

PRODUCT INSPECTION/IDENTIFICATION:

All vests must be serialized, 100% inspected and traceable. All procedures and quality data must be available to the County for inspection upon request.

TERM OF CONTRACT:

This contract shall be effective for a one year period from date of award. The contract shall 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.**

WARRANTY:

Any armor exhibiting defects during the warranty period shall be replaced, without cost, including freight, by the bidder and/or manufacturer.

BALLISTIC PANELS: The manufacturer shall certify that all ballistic panels of an armor unit are warranted for at least five (5) years from date of delivery.

GARMENTS OR CARRIERS: The carriers or garments shall be warranted for at least 18 months.

STAB RESISTANT PANELS: The manufacturer shall certify that all panels of an armor unit are warranted for at least five (5) years from date of delivery.

GARMENTS OR CARRIERS: The carriers or garments shall be warranted for at least 18 months.

COUNTY OF DU PAGE, ILLINOIS

BID PRICING:

Vendors are to provide a unit price for each item listed below, packaged as described in the Packaging section of the Specifications and extend that price based upon the estimated quantities listed below. Orders will be placed on an "as needed" basis. Pricing submitted is to include all required fittings and delivery.

CATEGORY 1 – BODY ARMOR – SHERIFF DEPARTMENT

DESCRIPTION	QUANTITY	UNIT COST	EXTENSION
ARMOR EXPRESS HALO BODY ARMOR, LEVEL IIIA, HLO-B-III A OR HLOF-C-III A (MALE OR FEMALE) FITTED AND DELIVERED, INCLUDES: EVOLUTION CARRIER (NAVY) AND ARA SHOCK 5" X 8" TRAUMA PLATE	70	\$	\$
ARMOR EXPRESS, OVERT CARRIER SYSTEM (OCS)	10	\$	\$
TOTAL CATEGORY 1 – BODY ARMOR			\$

CATEGORY 2 – STAB VESTS – SHERIFF DEPARTMENT

DESCRIPTION	QUANTITY	UNIT COST	EXTENSION
ARMOR EXPRESS, TAURUS SPK-3, STAB RESISTANT VEST, INCLUDES: EQUINOX CARRIER AND COOL MAX T-SHIRT	35	\$	\$
TOTAL CATEGORY 2 – STAB VESTS			\$

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME		NAME	
CONTACT		CONTACT	
ADDRESS		ADDRESS	
CITY ST ZIP		CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL		EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Sheriff's Department Attn: Margaret Cusack 501 North County Farm Road Wheaton, IL 60187		DuPage County Sheriff's Department Attn: Quartermaster 501 North County Farm Road Wheaton, IL 60187	

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

COUNTY OF DU PAGE, ILLINOIS

BID PRICING:

Vendors are to provide a unit price for each item listed below, packaged as described in the Packaging section of the Specifications and extend that price based upon the estimated quantities listed below. Orders will be placed on an "as needed" basis. Pricing submitted is to include all required fittings and delivery.

CATEGORY 3 – BODY ARMOR – OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

DESCRIPTION	QUANTITY	UNIT COST	EXTENSION
ARMOR EXPRESS, HALO BODY ARMOR, LEVEL II, MANUFACTURER'S PART #12 HLO-D-II OR HLOF-D-II (MALE OR FEMALE) FITTED AND DELIVERED INCLUDES: ELBECO CLASSIC V1 TEXTROP EXTERNAL VEST CARRIER WITH TRAUMA PLATE (GRAY OR WHITE DEPENDING ON INDIVIDUAL RANK)	15	\$	\$
TOTAL CATEGORY 3 – BODY ARMOR			\$

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME		NAME	
CONTACT		CONTACT	
ADDRESS		ADDRESS	
CITY ST ZIP		CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL		EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Office of Homeland Security and Emergency Management Attn: James K. Joseph 421 North County Farm Road Wheaton, IL 60187		DuPage County Office of Homeland Security and Emergency Management Attn: James K. Joseph 421 North County Farm Road Wheaton, IL 60187	

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

COUNTY OF DU PAGE, ILLINOIS

BID FORM PROCUREMENT SERVICES DIVISION BID #13-072

(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

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 (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:

Contractors may bid on one or more categories. The County reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

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:

TOTAL CATEGORY 1 – BODY ARMOR LEVEL IIIA	\$
TOTAL CATEGORY 2 – STAB VESTS SPK-3	\$
TOTAL CATEGORY 3 – BODY ARMOR LEVEL II	\$

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 (subject to unit quantity adjustments based upon actual usage).

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20____

_____ My Commission Expires: _____
(Notary Public)

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.



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

Form W-9 <small>(Rev. December 2011) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 3		
<p>Name (as shown on your income tax return)</p> <hr/> <p>Business name/disregarded entity name, if different from above</p> <hr/> <p>Check appropriate box for federal tax classification:</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>		
<p>Address (number, street, and apt. or suite no.)</p> <hr/> <p>City, state, and ZIP code</p> <hr/> <p>List account number(s) here (optional)</p>		<p>Requester's name and address (optional)</p>

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.

			-		-		
--	--	--	---	--	---	--	--

		-					
--	--	---	--	--	--	--	--

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.

Sign Here	Signature of U.S. person ►
Date ►	

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.

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

BIDDER'S SUBCONTRACTORS

FULL NAME OF BIDDER:	
CONTACT PERSON:	

SUBCONTRACTORS:

A. Will you employ subcontractors? _____
(YES) _____ (NO) _____

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from the County of DuPage.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of DuPage.

**FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE
FOR REJECTION OF BIDDER'S PROPOSAL.**

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 13-072

OPENING DATE: 04/10/13

OPENING TIME: 1:30 P.M.

DESCRIPTION: Body Armor & Stab Vests

**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!