



# DuPage County Procurement Services Division

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

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

INVITATION TO BID:	#13-023	BID ISSUE DATE:	01/22/13
BID DESCRIPTION:	Furnish & Deliver and Install Internet DS3 Circuit		
BID OPENING DATE:	02/05/13	BID OPENING TIME:	3:00 P.M.
SUBMIT 1 ORIGINAL PLUS TWO (2) COPIES		BOND REQUIRED: YES	

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. This is a re-bid of bid# 12-160 dated June 28, 2012.

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:	<b>DU PAGE COUNTY PROCUREMENT SERVICES DIVISION</b> 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:	Karin Kietzman	PHONE:	(630) 407-6181
EMAIL:	<a href="mailto:Karin.kietzman@DuPageCo.org">Karin.kietzman@DuPageCo.org</a>		
BID COORDINATOR:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	<a href="mailto:Glenda.Vasak@DuPageCo.org">Glenda.Vasak@DuPageCo.org</a>		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

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

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

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**COUNTY OF DU PAGE, ILLINOIS**

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**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>FURNISH, DELIVER AND INSTALL INTERNET DS3 CIRCUIT</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: <a href="mailto:BidInformation@DuPageCo.Org">BidInformation@DuPageCo.Org</a>	01/29/13	3:00 P.M.
Bidder's Proposal Due	Procurement Services, Room 3-400	02/05/13	3:00 P.M.

√	<b>SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	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/BID BOND (2%)
	WARRANTY INFORMATION
	CERTIFIED TRANSCRIPT OF PAYROLL SAMPLE (IF NOT USING STATE FORM)
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9
	PAYMENT & PERFORMANCE BOND (20%)
	<b>DETAILED INTERNET CONNECTION REQUIREMENT PLAN – NUMBERED AS INDICATED IN THE SPECIFICATIONS</b>

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
BID SECURITY	2%
PAYMENT & PERFORMANCE BONDS	20% DUE WITHIN 15 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD
CERTIFIED TRANSCRIPTS OF PAYROLL	MUST ACCOMPANY EVERY INVOICE
PREVAILING WAGE REQUIREMENT	YES

## INSTRUCTIONS TO BIDDERS

### ON-LINE NOTIFICATION OF SPECIFICATIONS:

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

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

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

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

### ON-LINE PROVIDER DISCLAIMER:

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

### BID REQUIREMENTS:

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

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

### ALTERNATE/EQUAL BIDS:

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

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

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

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

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## COUNTY OF DU PAGE, ILLINOIS

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### **COMPETITION INTENDED:**

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

### **DEVIATIONS:**

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

### **EXCEPTIONS:**

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

### **EXAMINATION BY BIDDER:**

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

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

### **ELECTRONIC TRANSMITTALS:**

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

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

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

### **PREPARATION OF BIDS:**

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

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

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

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## COUNTY OF DU PAGE, ILLINOIS

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

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

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

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

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

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

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

### **SUBMISSION OF BIDS:**

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

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

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

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

### **CONTRACT AWARD INFORMATION:**

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

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

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

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

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

## **END OF INSTRUCTION TO BIDDERS**

**GENERAL CONDITIONS**

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

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

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

**APPLICABLE CODES AND ORDINANCES:**

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

**CHANGES:**

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

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

**COMMENCEMENT OF WORK:**

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

**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.

**DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in

## COUNTY OF DU PAGE, ILLINOIS

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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.

### **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.

### **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

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## COUNTY OF DU PAGE, ILLINOIS

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Procurement Services Division.

### **MISCELLANEOUS REQUIREMENTS:**

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

### **NON-DISCRIMINATING:**

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

### **PATENTS:**

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

### **PAYMENT:**

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

### **PROTEST:**

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

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

### **RESERVATION OF RIGHTS:**

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

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.



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

**TAX:**

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

**TERMINATION, CANCELLATION AND DAMAGES:**

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

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

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

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

**TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

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

**VENUE:**

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

**WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## END OF GENERAL CONDITIONS

# COUNTY OF DU PAGE, ILLINOIS

## PREVAILING WAGE

### PREVAILING WAGE:

Not less than the prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at [www.state.il.us/agency/idol/rates/rates](http://www.state.il.us/agency/idol/rates/rates). You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at [www.dupageco.org/purchasing](http://www.dupageco.org/purchasing) or you may use your own format containing the same information with pre-approval by the Purchasing Manager (submit sample with bid).

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

### PREVAILING WAGE PRICE ADJUSTMENT:

The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the bid may be adjusted to the then-current prevailing wage, and such adjustment shall govern the contract price during the renewal period. No adjustment will be made to the amount of mark-up.

## Du Page County Prevailing Wage for January 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	NE	ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500

# COUNTY OF DU PAGE, ILLINOIS

LATHER	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST	BLD	43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS	ALL	29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON	BLD	39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I	ALL	26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II	ALL	31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER	BLD 1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER E	ALL	40.800	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
ORNAMNTL IRON WORKER W	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER	ALL	40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER	BLD	41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
PLASTERER	BLD	40.080	42.480	1.5	1.5	2.0	9.550	12.30	0.000	0.990
PLUMBER	BLD	41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
ROOFER	BLD	38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER	BLD	42.160	44.160	1.5	1.5	2.0	9.890	11.61	0.000	0.780
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations of trade names may be viewed at <http://www.state.il.us/agency/idol/rates/rates.HTM>

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**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.

**BID SECURITY/BID BOND:**

A bid security in the form of a certified check, bid bond, or cashier's check, all payable to the DuPage County Treasurer's Office, must accompany vendor's bid. The bid security shall be in an amount of not less than two percent (2%) of the total bid. Any bid submitted without the required bid security, will not be read after it is opened.

**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.

**PAYMENT AND PERFORMANCE BOND:**

The contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of the total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the acceptance period, against inadequate performance per all requirements of the bid documents.

**PERMITS, FEES, AND NOTICES:**

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

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

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

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any

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## COUNTY OF DU PAGE, ILLINOIS

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person or party, except as is necessary in the performance of this order/contract/and (3) be returned upon request.

**SERVICE:**

Location of nearest service facility must be stated below:

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A condition of the bid is that a representative of the successful Contractor, make weekly calls to the County of DuPage office in order to lend his professional advice regarding ways that County of DuPage can reduce cost, such as by suggesting items and brands that represent better dollar value. Representatives must be available to consult with various County of DuPage Departments regarding their requirements to review and expedite all back orders.

**SUBCONTRACTORS:**

No Subcontractors shall be used.

**VENDOR QUALIFICATIONS:**

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

**END OF SPECIAL CONDITIONS**

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## COUNTY OF DU PAGE, ILLINOIS

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### **INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	<b>Workers Compensation</b>	Statutory
2.	<b>Employers Liability</b>	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3.	<b>**Commercial General Liability ****</b>	
	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.	<b>Fire Legal Liability (any one fire)</b>	\$100,000
6.	Medical Expense (any one person)	\$10,000
7.	<b>**Umbrella Excess Liability (over primary)</b>	\$2,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
8.	<b>** Business Auto Liability ****</b>	\$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  
Karin Kietzman, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978  
TX: (630) 407-6181  
FX: (630) 407-6201

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## COUNTY OF DU PAGE, ILLINOIS

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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

**BID #13-023**  
**SPECIFICATIONS**

**1. General Scope of Work**

**1.1. General** - DuPage County has prepared this **Invitation to Bid** for the procurement of a highly reliable DS3 (45MB) circuit for delivery of Internet service to the DuPage County network. The services included in this procurement are:

DS3 level bandwidth to the Internet

Complete end to end DS3 transport of the service to the DuPage County office

24x7x365 monitoring and support including off-band modem access to the router

DNS hosting

/24 Public Routable Subnet

Required hardware/software for full end-to-end functionality including a managed router.

Maintenance contract

**1.2. Current Service and Configuration**

**Location** – Service will terminate at the following location and interface the DuPage County network:

DuPage County  
Telephone Equipment Room  
421 N. County Farm Rd.  
Wheaton, IL 60187  
Main phone number: 630-407-6500

**Environment** - Internet service is provided for approximately 2000 users. Use is both inbound and outbound.

**Existing Service** – Current Internet service is provided through a 24MB fractional DS3. The existing service is considered over utilized thus the need to upgrade to a higher level bandwidth.

**Fiber Optic Facilities** – The DuPage campus has existing fiber optic connectivity to the AT&T Central Office.

**SONET Ring Transport Facility** – DuPage County has an OC3 level SONET Ring Transport Facility with the following nodes:

DuPage County Office – 421 N. County Farm Rd., Wheaton, IL  
AT&T Wheaton, IL Central Office  
AT&T Roselle, IL Central Office

The SONET is currently providing transport for voice and data service on two DS3's. Remaining bandwidth is not assigned.



## 2. Requirements

### 2.1. Technical

**2.1.1.** Bandwidth to the Internet - DS3 (45MB)

**2.1.2.** DNS hosting

**2.1.3.** /24 Public Routable Subnet

**2.1.4.** Bidder must provide all hardware and software for full end-to-end functionality. Hardware includes a fully managed router for termination of the Internet DS3. The bidder will provide all hardware and software support for the router including configuration setup and changes, software updates, hardware repair or replacement and problem isolation and repair.

**2.1.5. Delivery of Service** – The bidder must provide complete end to end DS3 transport of the service between their internet network facility/POP and the DuPage County office. All costs associated with DS3 transport must be included in the Pricing Tables in Paragraph 1.3. Bidder will be allowed to subcontract the DS3 transport facility to another service provider. If subcontracting is proposed, please provide details of the service provider. The bidder will be responsible for the installation and maintenance of the DS3 transport facility even if the DS3 is subcontracted.

**2.1.6. Bandwidth Upgrades** – It is anticipated that DuPage County will need to upgrade its Internet bandwidth speed at some point during the contract term or renewal term. The Bidder's service must be upgradable to higher speeds. Please provide details on the upgrade increments and describe any equipment or service changes that are necessary to upgrade to the next 4 bandwidth levels above DS3.

**2.1.7. Reliability** - The bidder must provide redundancy of critical components that provide Internet service to DuPage County including power supplies and transmission facilities. Please list details of any non-redundant component(s) that provide a single point of failure.

### 2.2. Maintenance and Support Requirements

**2.2.1. Remote Maintenance Reporting and Testing** - The Bidder must provide a Network Operations Center (NOC) staffed at all times (24x7x365). The NOC must be able to provide interactive testing, maintenance and repair of the service. The NOC must proactively monitor service provided to the County and automatically initiate problem resolution if failures are detected. The County must be provided direct telephone contact with the NOC on a 24x7x365 basis to open trouble tickets and request testing if problems are detected.

**2.2.2. Response Time for Trouble Reporting** – The Bidder's NOC must be staffed to a level so that wait time to enter a new trouble report is no longer than 5 minutes.

**2.2.3. Response Time** – Repair activity must commence within 2 hours after a problem is reported or detected.

**2.2.4. Maintenance and Repair Hours of Operations** – Maintenance and repair activity must take place at all times with no restrictions or limitations based on hour of day, day of week or holiday dates.

**2.2.5. Single Point of Contact** – The bidder will provide a single point of contact for the County to report trouble with the proposed service including the managed router and DS3 transport facility. This single point of contact will be responsible for isolating and resolving problems with any component of the service including the DS3 transport and equipment provided by the bidder.

**2.2.6. Designated Account Representative** - The Bidder will provide a designated representative for addressing or escalating non-routine issues including account changes, billing issues and service concerns.

**2.2.7. Router Access** - Off-band modem access to the managed router will be provided. DuPage County will supply a telephone line at its expense.

**2.2.8. Reports** – The Bidder will provide monthly reports on usage and performance.

**2.2.9. Information to be provided** – Please submit the following information with your bid.

**2.2.9.1.** Describe the proactive monitoring system as required in paragraph 2.2.1.

**2.2.9.2.** Provide details on any Service Level Agreements (SLA) related to installation, service and change orders.

**2.2.9.3.** Describe the process for submitting requests for problem reporting and service changes.

**2.2.9.4.** Describe the help desk/repair process including levels of escalation and response time.

**2.2.9.5.** Please indicate if online trouble reporting is an option.

**2.2.10. Cost for Maintenance** - All maintenance costs must be included in the **Pricing Tables** in the **BID FORM**.

### **3. Implementation**

#### **3.1. Implementation Schedule**

April 1, 2013 – Service completely installed and operational  
April 2, 2013 – Commencement of 30 day rolling acceptance period  
May 15, 2013 – Final date for completion of acceptance testing

**3.2. Acceptance Testing** – The service will be accepted following a full thirty (30) days of uninterrupted service which is free of errors.

**3.3. Alternate Implementation Schedule** – The Bidder can propose an alternate implementation schedule. DuPage County will have the option to accept this alternate schedule or reject the bid if excessive delays in implementation are proposed.

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## COUNTY OF DU PAGE, ILLINOIS

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**3.4.** Acceptance testing must be successfully completed according to the schedule or alternate schedule stated in paragraphs 3.1 or 3.3. If the bidder or its subcontractors are responsible for a violation of the schedule, DuPage County will have the following options:

**Option 1** - Terminate implementation and award the service to another bidder.

**Option 2** - The bidder will be given the option to proceed with a revised implementation schedule and credit the County for the incremental cost of retaining its current service versus the bidder's contract rate. DuPage County will provide an estimate of the incremental cost per month. The bidder will be responsible for these costs until successful completion of acceptance testing. If this option is not accepted by the bidder, the County will apply **Option 1**.

**3.5. Implementation Plan** – Describe the implementation process. The points below should be addressed. Please include a tentative project schedule.

Data collection  
Design and Engineering  
Architectural Validation  
Installation Schedule  
Equipment Procurement  
Service Turn Up

### 4. Billing

**4.1. Commencement of Billing** - Billing for the service will commence upon successful completion of acceptance testing.

**4.2. Schedule for Payment** - Payment of invoices will be governed by the Illinois Prompt Payment Statute (ILL State Statute 50 ILCS 505).

### 5. Business Status

**5.1. Internet service Provider Status** - Clearly define the Bidder's legal status in the State of Illinois as a provider of Internet service.

**5.2. Top Tier Internet Service Provider Requirement** – The Bidder must be a top tier provider of Internet service. Subcontracting is not acceptable. Also bids from resellers and agents of Internet service providers will not be accepted.

**5.3. References** - The Bidder must have at least ten (10) customers within a 50 mile radius of Wheaton, IL. At least five (5) of these customers should have service with the bidder that is comparable in type and volume to that proposed to DuPage County. References must have this service provided by the bidder for at least a 12 month period.

**The County reserves the right to disqualify bidders that do not provide sufficient references.**

**5.4. Financial Background** - Provide information of the current financial status of the Bidder's organization. Information to be provided includes, but is not limited to any bankruptcy filings in the last five (5) years by the Bidder, subsidiaries of the Bidder or franchisees of the bidding organization. County reserves the right to reject any bid determined to be a financial risk.

### 6. Contract

**6.1. Commencement of Term** - The Contract Term will commence upon successful completion of acceptance testing.

**6.2. Term**

**6.2.1.** The initial term of the Contract/Agreement will be for one (1) year.

**6.2.2.** DuPage County will have the option for one (1) additional twelve (12) month renewal period. There will be no changes in the terms, conditions, specifications, and prices during the renewal period unless service is upgraded per Paragraph 6.4. The County will provide 30 days' notice of its intent to renew prior to the end of the contract term.

**6.2.3.** The agreement will not provide for an automatic renewal of the contract upon expiration of the original term.

**6.3. Commitments** - The bidder must clearly state all DuPage County commitments which will be required through the contract term.

**6.4. Upgrades** - DuPage County will have the option to upgrade the service without contract penalty to a higher bandwidth level. An upgrade will not impact the contract expiration date.

**6.5.** Upon request, bidder will provide a copy of the contract for service.

END OF SPECIFICATIONS

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**COUNTY OF DU PAGE, ILLINOIS**

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**BID FORM****1. Pricing**

**1.1.** All installation charges, one-time charges, fixed monthly charges, DS3 transport charges, regulatory fees, taxes and surcharges must be included in the tables in Paragraph 1.3. The County will not be responsible for any costs not included.

**1.2.** The bidder must clearly state if a regulatory fee, tax or surcharge is a pass through and subject to change through the contract term depending on government legislation or regulation.

**1.3. Pricing Tables – DS3 Internet Service**

			<b>Column 1</b>
<b>Service</b>	<b>Monthly Charge</b>	<b>Multiplier</b>	<b>Extended</b>
45mB Internet Service		x12	
DS3 Transport		x12	
Other Service Charge (Describe)		x12	
Other Service Charge (Describe)		x12	
Equipment (If applicable)		x12	
Maintenance (if applicable)		x12	
Features (If applicable)		x12	
Regulatory Fee (Describe)		x12	
Regulatory Fee (Describe)		x12	
Regulatory Fee (Describe)		x12	
Taxes		x12	
Other (Describe)		x12	
Other (Describe)		x12	

		<b>Column 1</b>
<b>Service</b>		<b>Installation and One-Time Charges</b>
45mB Internet Service		
DS3 Transport		
Equipment (If applicable)		
Features (If applicable)		
Order Processing (If applicable)		
Account Setup (If applicable)		
Taxes		
Other (Describe)		
Other (Describe)		

<b>Clearly describe any other discounts, cost offsets, credits etc. associated with the proposed service but not itemized in the above tables</b>		<b>Column 1</b>
<b>Description</b>		<b>Total Throughout Contract Term</b>

		<b>Sum of all Charges in Column 1 Above</b>
<b>Total Bid Amount</b>		

**BID FORM**

**2. Responses and Exceptions**

**2.1. Exceptions to Specifications** – The bidder must also clearly note any exceptions or non-compliance with the specifications contained in this bid document.

**2.2. Responses** - Each numbered paragraph below which requires pertinent information shall have an appropriate response provided. Any Bids received without the requested information may be rejected.

**Paragraph 2.1.5**

Delivery of Service – The bidder must provide complete end to end DS3 transport of the service between their internet network facility/POP and the DuPage County office. All costs associated with DS3 transport must be included in the Pricing Tables in Paragraph 1.3. Bidder will be allowed to subcontract the DS3 transport facility to another service provider. If subcontracting is proposed, please provide details of the service provider. The bidder will be responsible for the installation and maintenance of the DS3 transport facility even if the DS3 is subcontracted.

**Paragraph 2.1.6**

Bandwidth Upgrades – It is anticipated that DuPage County will need to upgrade its Internet bandwidth speed at some point during the contract term or renewal term. The Bidder's service must be upgradable to higher speeds. Please provide details on the upgrade increments and describe any equipment or service changes that are necessary to upgrade to the next 4 bandwidth levels above DS3.

**Paragraph 2.1.7**

Reliability - The bidder must provide redundancy of critical components that provide Internet service to DuPage County including power supplies and transmission facilities. Please list details of any non-redundant component(s) that provide a single point of failure.

**Paragraph 2.2.9.1**

Describe the proactive monitoring system as required in paragraph 2.2.1.

**Paragraph 2.2.9.2**

Provide details on any Service Level Agreements (SLA) related to installation, service and change orders.

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## COUNTY OF DU PAGE, ILLINOIS

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### BID FORM

**Paragraph 2.2.9.3**

Describe the process for submitting requests for problem reporting and service changes.

**Paragraph 2.2.9.4**

Describe the help desk/repair process including levels of escalation and response time.

**Paragraph 2.2.9.5**

Please indicate if online trouble reporting is an option.

**Paragraph 3.3**

Alternate Implementation Schedule – The Bidder can propose an alternate implementation schedule. DuPage County will have the option to accept this alternate schedule or reject the bid if excessive delays in implementation are proposed.

**Paragraph 3.5**

Implementation Plan – Describe the implementation process. The points below should be addressed. Please include a tentative project schedule.

- Data collection
- Design and Engineering
- Architectural Validation
- Installation Schedule
- Equipment Procurement
- Service Turn Up

**Paragraph 5.1**

Internet service Provider Status - Clearly define the Bidder's legal status in the State of Illinois as a provider of Internet service.

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## COUNTY OF DU PAGE, ILLINOIS

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### BID FORM

#### Paragraph 5.3

References - The Bidder must have at least ten (10) customers within a 50 mile radius of Wheaton, IL. At least five (5) of these customers should have service with the bidder that is comparable in type and volume to that proposed to DuPage County. References must have this service provided by the bidder for at least a 12 month period.

The County reserves the right to disqualify bidders that do not provide sufficient references.

#### References

	Company Name	Address	Contact Person	Telephone #
Customer #1				
Customer #2				
Customer #3				
Customer #4				
Customer #5				
Customer #6				
Customer #7				
Customer #8				
Customer #9				
Customer #10				



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## COUNTY OF DU PAGE, ILLINOIS

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### **BID FORM**

#### **Paragraph 5.4**

Financial Background - Provide information of the current financial status of the Bidder's organization. Information to be provided includes, but is not limited to any bankruptcy filings in the last five (5) years by the Bidder, subsidiaries of the Bidder or franchisees of the bidding organization. County reserves the right to reject any bid determined to be a financial risk.

#### **Paragraph 6.3**

Commitments - The bidder must clearly state all DuPage County commitments which will be required through the contract term.

END OF BID FORM

**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 #13-023**

(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.

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**COUNTY OF DU PAGE, ILLINOIS**

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

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

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

**BID AWARD CRITERIA:**

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

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).

**TOTAL BID AMOUNT:**

\$ \_\_\_\_\_  
Total (in figures)

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

**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**

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

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

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

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

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

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

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

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

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

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

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

**COUNTY OF DU PAGE, ILLINOIS**



**Required Vendor Ethics Disclosure Statement**

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

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

A. The County Ethics Ordinance (viewable at <http://www.dupageco.org/CountyBoard/Ethics/4122/>), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources.

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

B. The County Ethics Ordinance (<http://www.dupageco.org/CountyBoard/Ethics/4122/>), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

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

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

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

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

- D. Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to County action, whichever is sooner
  - 30 days prior to the optional renewal of any contract
  - Annual disclosure for multi-year contracts
  - With any request for change order except those issued by the County for administrative adjustments.

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

Authorized Signature

Printed Name

Title

Date

Page 1 of \_\_\_\_\_

# COUNTY OF DU PAGE, ILLINOIS

<b>Form W-9</b> <small>(Rev. December 2011)          Department of the Treasury          Internal Revenue Service</small>	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>																																				
<b>Print or type          See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)																																					
	Business name/disregarded entity name, if different from above																																					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																																					
	<input type="checkbox"/> Exempt payee																																					
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																				
City, state, and ZIP code																																						
List account number(s) here (optional)																																						
<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> <td style="width: 33.33%; text-align: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> </tr> </table>			<b>Social security number</b>									<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<b>Employer identification number</b>									<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>
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<b>Part II Certification</b> 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).  <b>Certification instructions.</b> 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.																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Sign Here</b>          Signature of U.S. person ▶ _____       </td> <td style="width: 50%; vertical-align: top;">         Date ▶ _____       </td> </tr> </table>			<b>Sign Here</b> Signature of U.S. person ▶ _____	Date ▶ _____																																		
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<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Purpose of Form</b> 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.																																						
<b>Note.</b> 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.  <b>Definition of a U.S. person.</b> 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). <b>Special rules for partnerships.</b> 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.																																						

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Updating Your Information**

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

**Penalties**

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

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

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

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

**Specific Instructions**

**Name**

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

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

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

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

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

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

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

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

**Exempt Payee**

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

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

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

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



# COUNTY OF DU PAGE, ILLINOIS

Form W-9 (Rev. 1-2011)

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

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

**SAMPLE**  
**CONTRACT AGREEMENT**  
**CONTRACT #13-023 BETWEEN [CONTRACTOR]**  
**AND THE COUNTY OF DU PAGE**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, 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 #13-023 for its Department of \_\_\_\_\_, 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.

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**COUNTY OF DU PAGE, ILLINOIS**

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**3.0    BID PRICES AND PAYMENT**

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

**[CONTRACTOR]**

By: \_\_\_\_\_  
JOHN A. MENEGHINI  
PROCUREMENT OFFICER

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

**LATE BIDS CANNOT BE ACCEPTED!**

**SEALED BID PROPOSAL**

INVITATION #: 13-023  
OPENING DATE: 02/05/13  
OPENING TIME: 3:00 P.M.  
DESCRIPTION: FURNISH, DELIVER AND  
INSTALL INTERNET DS3  
CIRCUIT

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!**