



DuPage County
ROBERT J. SCHILLERSTROM
COUNTY BOARD CHAIRMAN

COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION

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

TX: (630) 407-6200

FX: (630) 407-6201

INVITATION TO BID:	#10-042	BID ISSUE DATE:	03/22/10
BID DESCRIPTION:	MICROFILM STORAGE		
BID OPENING DATE:	04/06/10	BID OPENING TIME:	2:00 P.M.
SUBMIT 1 ORIGINAL PLUS 2 COPIES		BOND REQUIRED: NONE	

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyer's absence, the Procurement Services Supervisor).

Unauthorized contact with other DuPage County staff is strictly forbidden.

BUYER:	MARIA C. CALAMIA, CPPB	PHONE:	(630) 407-6182
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FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

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

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

COUNTY OF DU PAGE, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	MICROFILM STORAGE
USER DEPARTMENT:	FACILITIES MANAGEMENT

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Specification Inquiries	MCALAMIA@DUPAGECO.ORG	03/29/10	2:00 P.M.
Response to Inquiries	VIA E-MAIL	03/30/10	2:00 P.M.
Deadline for Exceptions to Bid Language	Procurement Services, Room 3-400	03/29/10	2:00 P.M.
Bidder's Proposal Due	Procurement Services, Room 3-400	04/06/10	2:00 P.M.

√	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	TWO (2) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	BID SECURITY, IF APPLICABLE
	WARRANTY INFORMATION
	COMPLETED VENDOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM(S)
	CERTIFICATE OF INSURANCE

AWARDED CONTRACTOR REQUIREMENTS	
BID SECURITY	NONE REQUIRED
PAYMENT & PERFORMANCE BONDS	NONE REQUIRED
CERTIFICATE OF INSURANCE	DUE WITHIN 10 DAYS OF NOTICE OF AWARD

AUTHORIZED COUNTY REPRESENTATIVES		
Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyer's absence, the Procurement Services Supervisor). Unauthorized contact with other DuPage County staff is strictly forbidden.		
CONTACT PERSON:	MARIA C. CALAMIA, CPPB	PHONE #: (630) 407-6182
TITLE:	DU PAGE COUNTY BUYER	FAX #: (630) 407-6201

INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

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

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

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

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

ON-LINE PROVIDER DISCLAIMER:

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

BID REQUIREMENTS:

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

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

ALTERNATE/EQUAL BIDS:

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

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

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

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

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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.

FACSIMILE/E-MAIL 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.

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.

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

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

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

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

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

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

SUBMISSION OF BIDS:

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

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

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

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

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.

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

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

END OF INSTRUCTIONS TO BIDDERS

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. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES:

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

CHANGES:

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

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

COMMENCEMENT OF WORK:

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

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

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

CONTRACTOR PERFORMANCE:

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

DATA COMPLIANT:

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

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DRUG FREE WORKPLACE:

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

ENDORSEMENTS:

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

F.O.B.:

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

FORCE MAJEURE:

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

HOLDING OF BIDS:

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

INDEMNITY:

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

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

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

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

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

LAW GOVERNING:

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

LIENS, CLAIMS, AND ENCUMBRANCES:

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

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LOBBYIST REGISTRATION:

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

MSDS:

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

MISCELLANEOUS REQUIREMENTS:

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

NON-DISCRIMINATING:

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

PATENTS:

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

PAYMENT:

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

PROTEST:

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.

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

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

TAX:

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

TERMINATION, CANCELLATION AND DAMAGES:

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

If the County terminates this Contract because of the Contractor's breach, 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

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.

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.

MEETINGS:

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

PAYMENTS:

The County of DuPage would prefer a QUARTERLY payment plan with payment being made at the beginning of each quarter for the prior quarter month service completed. Vendor should have the ability to prorate charges monthly if the number of containers being stored changes during the course of the quarter.

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

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Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand.

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

SERVICE:

Location of nearest service facility must be stated below:

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SUBCONTRACTORS:

No Subcontractors shall be used.

WORKING WITHIN SECURED AREAS:

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

Security

Service Company shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at the jobsite, to DuPage County Facilities Management (630) 407-5701 (fax) , for advance security reasons.

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

Notice Warning

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

Contraband

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

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

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By knowingly taking contraband into a correctional facility or the grounds of such a facility;
or
By knowingly conveying contraband to any persons confined in a correctional facility; or
By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The Contractor will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractor's personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

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

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

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

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

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

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

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

END OF SPECIAL CONDITIONS

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

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

List ALL names you have ever used:

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Address: _____ Apt.: _____

City: _____ State: _____ Zip: _____

Date of Birth: ____/____/____ Soc. Sec. # ____-____-____

Drivers License Number: _____

Sex: _____ Race: _____

Vendor: _____

Signature: _____

Date: _____

Witness: _____

COUNTY OF DU PAGE, ILLINOIS

INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	500,000.00
B. Each Employee-disease	500,000.00
C. Policy Aggregate-disease	500,000.00
3. Commercial General Liability	
A. Per Occurrence	1,000,000.00
B. General Aggregate	
1. General Aggregate- Per project	1,000,000.00
2. General Aggregate - Products/ Completed Operations	1,000,000.00
4. Personal and Advertising Injury	1,000,000.00
Each Occurrence	1,000,000.00
5. Fire and Legal Liability (any one fire)	50,000.00
6. Medical Expense (any one person)	5,000.00
7. Umbrella Excess Liability (over primary)	1,000,000.00
Retention for Self-Insured Hazards (each occurrence)	1,000,000.00
8. Business Auto Liability	1,000,000.00

- 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:

COUNTY OF DU PAGE, ILLINOIS

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

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

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

CHANGES IN INSURANCE COVERAGE:

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

INSURANCE RATING:

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

SURVIVAL OF INDEMNIFICATION:

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

NOTICE OF LAWSUIT:

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

CHOICE OF LEGAL COUNSEL:

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

RIGHTS RETAINED:

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

END OF INSURANCE REQUIREMENTS

**BID #10-042
MICROFILM STORAGE
S P E C I F I C A T I O N S**

DuPage County is looking for an organization to provide a range of offsite Microfiche vaulting services.

The organization must have secure and environmentally optimized facilities that are available 24/7, 365 days a year with vault contents readily available for delivery to County's Data Center or offsite location.

The facilities must accommodate Microfilm storage for archival purposes; as well as closed container and open container storage. The service must include secure transportation services.

Company Philosophy: The vendor's philosophy must show a commitment to the protection of business critical records. Their established processes must demonstrate an understanding of and implementation of best –practices in the industry of data protection and vaulting services.

Their management objectives are to understand the County's storage and retrieval needs and to reduce the risks and exposures inherent to the Microfiche that can result in data loss.

The submittal must demonstrate their ability to provide all services and meet all specifications in this bid document in an efficient, secure and aggressive price.

Company History/Experience: The vendor must provide detail as to their company history and experience in providing the scope of services required in this document; as well as their background in providing these services for an organization the size of DuPage County. The vendor must have a minimum seven (7) years experience in providing offsite Microfilm vaulting services. The submittal will include a list of references that will be called to verify their service track record.

Requirements: To minimize the risk of potential data loss, it is expected that the vendor provides an environmentally sound and secure environment at their facilities and vehicles transporting the media. Additionally, the vendor must have established protocols and procedures for microfiche housing, transportation, inventory pickup and delivery. The vendor's staff is expected to be professional at all times, be drug and alcohol free, possess a valid drivers license, and have a clean driving records with no outstanding warrants.

COUNTY OF DU PAGE, ILLINOIS

REQUIREMENTS	
1. Entire vault/storage facility must have alarm protection for fire / smoke detection and suppression; magnetic door / window contact, window breakage and improper access code entry;	
2. Alarm systems, access and video surveillance should provide an audit trail listing of activity;	
3. Closed circuit television monitoring the interior and exterior of the facility;	
4. Entire vault/storage facility must be designed to achieve non-combustibility;	
5. Dock loading area must have a secured, entry system, video surveillance and not visible from the street;	
6. Vault/storage facility should be located at least 5 miles from the DuPage County campus in Wheaton, flood plains and known fault lines and must be in close proximity to police and fire stations.	
7. Vault/storage facility must be able to monitor microfilm for REDOX and VINEGAR SYNDROME;	
8. Vault/storage facility must be capable of duplicating a roll of microfilm ON-SITE without sending the original roll of microfilm off the premises;	
9. Vault/storage facility must be capability of producing single or multiple digital (e.g. PDF, JPEG, etc.) images/copies on-site and emailing them to DuPage County;	
10. Vault/storage facility must have the capability of producing single or multiple paper images/copies on-site and faxing them to DuPage County;	
11. Vault/storage facility must have the capability to duplicate rolls of microfilm on-site on an as needed basis;	

BID AWARD CRITERIA: This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount. To be determined a responsive, responsible bidder the submitted bid must receive a pass rating for each of the categories listed below.

1. Requirements	Vendor must meet all of the requirements Mandatory Submittal
2. Company background and experience	This criterion will be based upon the vendor's experience in the market place. Provide information relative to the background and experience in Records Management, Storage, Vaulting and Retention. Must have a minimum of seven (7) years in this field. Mandatory Submittal
3. References	Must have 4 (four) satisfactory references. Mandatory Submittal
4. Tour of Facilities	DuPage County reserves the right to tour the vendor's location to confirm that it meets specifications.

COMPLETE CONTAINER COST TO INCLUDE ALL DELIVERY HANDLING AND SERVICE FEES.

COUNTY OF DU PAGE, ILLINOIS

**BID FORM
PROCUREMENT SERVICES DIVISION
BID #10-042
MICROFILM STORAGE**

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

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

(President or Partner)
Partner)

(Vice-President or

(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-

COUNTY OF DU PAGE, ILLINOIS

laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

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

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

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

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

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

COUNTY OF DU PAGE, ILLINOIS

CONTAINER / DELIVERY / HANDLING FEES	Total # of Containers Required	Cost Per Container	Total Annual Cost (# of Containers X Cost Per Container)	Year 2 Total Annual Cost	Year 3 Total Annual Cost	Year 4 Total Annual Cost
Closed Containers – States Attorney	65 Multi-media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – County Clerk	6 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Sheriff	46 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Probation	32 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Public Works	5 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Coroner	3 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Building Department	3 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Public Defender	3 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Clerk of the Circuit Court	22 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
Closed Containers – Miscellaneous (Highway, ROE, Election Commission, Finance, Health Department, Human Resources)	6 Multi-Media 16" x 11" x 10.75"	\$	\$	\$	\$	\$
			YEAR 1	YEAR 2	YEAR 3	YEAR 4
TOTAL ANNUAL COST PER YEAR			\$	\$	\$	\$

COUNTY OF DU PAGE, ILLINOIS

On-Request Services

REQUIREMENTS	PER ITEM COST
Duplicating a roll of microfilm.	\$
Producing single or multiple digital (e.g. PDF, JPEG, etc.) images/copies.	\$
Producing single or multiple paper images/copies and fax / mail.	\$

TOTAL LUMP SUM BID (FOUR YEAR TOTAL):

\$ _____
Total (in figures)

_____ Dollars and _____ Cents.
(Print or Type)

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

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

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

_____ My Commission Expires: _____
(Notary Public)

COUNTY OF DU PAGE, ILLINOIS

VENDOR ETHICS DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF DU PAGE, ILLINOIS



Required Vendor Ethics Disclosure Statement

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

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

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

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

B. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), 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

REFERENCES

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

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

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

SAMPLE

CONTRACT AGREEMENT
FOR BID #10-042 BETWEEN [CONTRACTOR]
AND THE COUNTY OF DU PAGE

THIS AGREEMENT is entered into this ____ day of _____, 2009, 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 _____, doing business at _____, _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the service of MICROFILM STORAGE provided for its Department of FACILITIES MANAGEMENT, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; per Bid # 10-042; and

WHEREAS, the CONTRACTOR has experience in the business of providing such services and is willing to provide said service for the County locations at the terms and rates specified in this Contract.

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

1.0 CONTRACT DOCUMENTS

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

Invitation To Bid including:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Specifications, Contract Plans and Exhibits
- 1.1.g Addenda, interpretations and approved exceptions
- 1.1.h Signed Bid Form, including Proposal Pricing)

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 terms of the bid will control unless otherwise noted in this contract.

2.0 DURATION OF THIS CONTRACT

2.1 The term of this Contract shall be a FOUR (4) year period.

COUNTY OF DU PAGE, ILLINOIS

3.0 BID PRICES

3.1 The Contractor shall provide the required services for the prices quoted in the Contract Specifications.

4.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

4.1 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, 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.

5.0 SEVERABILITY CLAUSE

5.1 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.

6.0 GOVERNING LAW

6.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

7.0 ENTIRE AGREEMENT

7.1 This Contract contains the entire agreement between the parties.

7.2 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

By: _____
TYRONE J. TIPITINO
FINANCIAL SERVICES ADMINISTRATOR

CONTRACTOR

By: _____
AUTHORIZED SIGNATURE

TITLE

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 10-042

OPENING DATE: 04/06/10

OPENING TIME: 2:00 P.M.

DESCRIPTION: MICROFILM STORAGE

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!