# 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


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|---|---|---|---|
| INVITATION TO BID: | #12-175 | BID ISSUE DATE: | 07/26/12 |
| BID DESCRIPTION: | HEALTH & SAFETY SUPPLIES | | |
| BID OPENING DATE: | 08/09/12 | BID OPENING TIME: 1:30 P.M. | |
| SUBMIT 1 ORIGINAL PLUS 1 COPY | | BOND REQUIRED NONE | |

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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| Bids must be delivered and time stamped, prior to the public bid opening date and time, to: | DU PAGE COUNTY PROCUREMENT SERVICES DIVISION<br>421 NORTH COUNTY FARM ROAD, ROOM 3-400<br>WHEATON, IL 60187-3978 |

Any communication regarding this invitation between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).
Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

| | | | |
|---|---|---|---|
| BUYER: | Maria C. Calamia, CPPB | PHONE: | (630) 407-6182 |
| EMAIL: | mcalamia@dupageco.org@DuPageCo.org | | |
| BID COORDINATOR: | Glenda Vasak | PHONE: | (630) 407-6190 |
| EMAIL: | Glenda.Vasak@DuPageCo.org | | |

| | |
|---|---|
| FULL NAME OF BIDDER | |
| BID CONTACT PERSON | |
| TELEPHONE NUMBER | |

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

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

# PROJECT INFORMATION

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| **PROJECT NAME:** | **HEALTH & SAFETY SUPPLIES** |
| **USER DEPARTMENTS:** | **DIVISION OF TRANSPORTATION & PUBLI C WORKS** |

| **EVENT:** | **LOCATION:** | **DATE:** | **TIME:** |
|---|---|---|---|
| **Deadline for Exceptions to Bid Language and Specification Inquiries. MUST BE IN WRITING TO:** | BIDINFORMATION@DUPAGECO.ORG | 08/01/12 | 1:30 PM |
| Response to Inquiries | VIA E-MAIL OR FAX | 08/02/12 | 1:30 PM |
| Bidder's Proposal Due | Procurement Services, Room 3-400 | 08/09/12 | 1:30 PM |

| √ | **SUBMITTAL CHECKLIST**<br>**(BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)** |
|---|---|
| | ORIGINAL BID |
| | 1 COPY |
| | ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE |
| | REFERENCES |
| | PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED) |
| | CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE |
| | JOINT PURCHASING SECTION, COMPLETED |
| | BID SECURITY, IF APPLICABLE |
| | WARRANTY INFORMATION |
| | COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED) |
| | |

# 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.

**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.

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.

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.

**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.

**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.

**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.

**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.

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

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

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

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

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

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

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

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

**RESERVATION OF RIGHTS:**
The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the

County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

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

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

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

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

**TERMINATION, CANCELLATION AND DAMAGES:**
This contract may be terminated upon mutual agreement of both parties.

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

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

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

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

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

**WARRANTY:**
Complete warranty information detailing period and coverage must be submitted.

## END OF GENERAL CONDITIONS

# 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.

**COUNTY AUTHORIZED REPRESENTATIVES:**
The County authorized representatives regarding technical aspects of the bid are Jeff Pieroni (630) 407-6936 and Darcie Garza, CPPB (6300 407-6906.

**DELIVERY REQUIREMENTS:**
All supplies are to be delivered F.O.B. freight prepaid and added to unit pricing to DuPage County Division of Transportation, 140 N. County Farm Road, Wheaton, IL 60187 or DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517.

All deliveries shall be made Monday through Friday between the hours of 6:00 a.m. and 2:00 p.m.

Delivery shall be required one week from order placement. All back orders must be completed and shipped as available rather than waiting for completion, regardless of dollar value. Invoicing is to be based upon items shipped.

**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.

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

**PRICING:**
Pricing shall remain firm for the contract period.

**QUALITY:**
Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Procurement Manager.

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

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

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

**SUBCONTRACTORS:**
No Subcontractors shall be used.

**USAGE REPORTS:**
Contractor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the contractor's name, item number and term of contract at the top of the page. The report shall indicate the period of time covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

| ACTUAL QTY. PURCHASED | UNIT OF MEASURE | MANUFACTURER / PART NUMBER | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

Contractor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

| | |
|---|---|
| These reports are to be forwarded to: | |

**VENDOR QUALIFICATIONS:**
Vendor will provide a general history, description and status of their Company.

## END OF SPECIAL CONDITIONS

## BID #12-175
## SPECIFICATIONS

This bid is to furnish and deliver Health and Safety Supplies for the DuPage County Division of Transportation, located at 140 North County Farm Road, Wheaton, Illinois, 60187 and the DuPage County Public Works Department, 7900 S. Route 53, Woodridge, IL 60517.

**TERM OF CONTRACT:**
This contract shall be effective for a one year period from date of award. The contract shall be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties**. In no event shall the term plus renewals exceed four (4) years.**

**ESTIMATED ANNUAL EXPENDITURES AND QUANTITIES:**
The anticipated annual contract award amount for this solicitation is $20,000.00 for the DuPage County Division of Transportation and $6,000.00 for the DuPage County Public Works Department. The estimated quantities indicated in the schedule are an approximation of one year's requirements based on past experience and are not binding on the County of DuPage.

Bidders are to provide a unit price and extend that pricing out based upon the quantities indicated. If submitting an alternate (approved equal meeting the specifications for the style indicated), bidder is to provide the manufacturer and style number for the item submitted.

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| GLOVE - COW TEXTURED LINED #3750 SMALL<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 2 DOZEN | $ /DOZEN | $ |
| GLOVE - COW TEXTURED LINED #3750 MEDIUM<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 2 DOZEN | $ /DOZEN | $ |
| GLOVE - COW TEXTURED LINED #3750 LARGE<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 4 DOZEN | $ /DOZEN | $ |
| GLOVE - COW TEXTURED LINED #3750 X-LARGE<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 4 DOZEN | $ /DOZEN | $ |
| GLOVE - COW TEXTURED UNLINED #3730 SMALL<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 2 DOZEN | $ /DOZEN | $ |
| GLOVE - COW TEXTURED UNLINED #3730 MEDIUM<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 2 DOZEN | $ /DOZEN | $ |
| GLOVE - COW TEXTURED UNLINED #3730 LARGE<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 4 DOZEN | $ /Dozen | $ |
| GLOVE - COW TEXTURED UNLINED #3730 X-LARGE<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 4 DOZEN | $ /DOZEN | $ |
| GLOVE - LUMINATOR MULTI PURPOSE #958 SMALL<br>(1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 2 DOZEN | $ /DOZEN | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| GLOVE - LUMINATOR MULTI PURPOSE #958 MEDIUM (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE - LUMINATOR MULTI PURPOSE #958 LARGE (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE - LUMINATOR MULTI PURPOSE #958 X-LARGE (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – SELECT SHOULDER BLUE FABRIC, RED STRIPE #1300 SMALL (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – SELECT SHOULDER BLUE FABRIC, RED STRIPE #1300 MEDIUM (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – SELECT SHOULDER BLUE FABRIC, RED STRIPE #1300 LARGE (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – SELECT SHOULDER BLUE FABRIC, RED STRIPE #1300 X-LARGE (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE - MCR BROWN JERSEY GLOVE WITH MINI DOTS – ONE SIZE FITS ALL (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 12 DOZEN | $ /DOZEN | $ |
| GLOVE – FLEX AND ATLAS THERMA FIT #451 SMALL (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 4 DOZEN | $ /DOZEN | $ |
| GLOVE – FLEX AND ATLAS THERMA FIT #451 MEDIUM (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 4 DOZEN | $ /DOZEN | $ |
| GLOVE – FLEX AND ATLAS THERMA FIT #451 LARGE (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 8 DOZEN | $ /DOZEN | $ |
| GLOVE – FLEX AND ATLAS THERMA FIT #451 X-LARGE (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 8 DOZEN | $ /DOZEN | $ |
| GLOVE – MEMPHIS DOUBLE DIPPED FOAM LINED FULL COTTON FLUORESCENT ORANGE #6700F SMALL (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – MEMPHIS DOUBLE DIPPED FOAM LINED FULL COTTON FLUORESCENT ORANGE #6700F MEDIUM (1 DOZEN PAIRS)<br>MFR # _____<br><br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| GLOVE – MEMPHIS DOUBLE DIPPED FOAM LINED FULL COTTON FLUORESCENT ORANGE #6700F LARGE (1 DOZEN PAIRS)<br>MFR # _____<br>STYLE # _____ | 2 DOZEN | $ /DOZEN | $ |
| GLOVE – MEMPHIS DOUBLE DIPPED FOAM LINED FULL COTTON FLUORESCENT ORANGE #6700F X-LARGE (1 DOZEN PAIRS)<br>MFR # _____<br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – MEMPHIS BLACK JACK NEOPRENE WORK GLOVES LINED #6922 12 INCH (1 DOZEN PAIRS)<br>MFR # _____<br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – MEMPHIS BLACK JACK NEOPRENE WORK GLOVES LINED #6944 14 INCH (1 DOZEN PAIRS)<br>MFR # _____<br>STYLE # _____ | 1 DOZEN | $ /DOZEN | $ |
| GLOVE – MEMPHIS NITRI SHIELD 8 MIL. POWDERED #6025 SMALL (50 PAIRS PER BOX)<br>MFR # _____<br>STYLE # _____ | 10 BOXES | $ /BOX | $ |
| GLOVE – MEMPHIS NITRI SHIELD 8 MIL. POWDERED #6025 MEDIUM (50 PAIRS PER BOX)<br>MFR # _____<br>STYLE # _____ | 10 BOXES | $ /BOX | $ |
| GLOVE – MEMPHIS NITRI SHIELD 8 MIL. POWDERED #6025 LARGE (50 PAIRS PER BOX)<br>MFR # _____<br>STYLE # _____ | 200 BOXES | $ /BOX | $ |
| GLOVE – MEMPHIS NITRI SHIELD 8 MIL. POWDERED #6025 X-LARGE (50 PAIRS PER BOX)<br>MFR # _____<br>STYLE # _____ | 200 BOXES | $ /BOX | $ |
| GLOVES – PRO FLEX MECHANIC FULL FINGER #710 SMALL (1 PAIR)<br>MFR # _____<br>STYLE # _____ | 12 PAIR | $ /EACH | $ |
| GLOVES – PRO FLEX MECHANIC FULL FINGER #710 MEDIUM (1 PAIR)<br>MFR # _____<br>STYLE # _____ | 12 PAIR | $ /EACH | $ |
| GLOVES – PRO FLEX MECHANIC FULL FINGER #710 LARGE (1 PAIR)<br>MFR # _____<br>STYLE # _____ | 12 PAIR | $ /EACH | $ |
| GLOVES – PRO FLEX MECHANIC FULL FINGER #710 X-LARGE (1 PAIR)<br>MFR # _____<br>STYLE # _____ | 12 PAIR | $ /EACH | $ |
| GLOVES – COTTON JERSEY, RED LINED #7900 ONE SIZE FITS ALL (1 DOZEN PAIR)<br>MFR # _____<br>STYLE # _____ | 6 DOZEN | $ /DOZEN | $ |
| GLOVES – HUSQVARNA CHAINSAW #5056422 MEDIUM (1 PAIR)<br>MFR # _____<br>STYLE # _____ | 12 PAIR | $ /EACH | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| GLOVES – HUSQVARNA CHAINSAW #5056422 LARGE (1 PAIR)<br>MFR # _____<br><br>STYLE # _____ | 12 PAIR | $ /EACH | $ |
| APRON CHAPS – STIHL CHAINSAW PROTECTIVE 6 PLY<br>WAIST SIZE 30" –42" LENGTH 32" (1 EACH)<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| APRON CHAPS – STIHL CHAINSAW PROTECTIVE 6 PLY<br>WAIST SIZE 30" – 42" LENGTH 36" (1 EACH)<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| APRON CHAPS – STIHL CHAINSAW PROTECTIVE 6 PLY<br>WAIST SIZE 30" – 42" LENGTH 40" (1 EACH)<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| APRON CHAPS – STIHL CHAINSAW PROTECTIVE 6 PLY<br>WAIST SIZE 30" – 42" LENGTH 44" (1 EACH)<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| SHIRT – STIHL CHAINSAW PROTECTIVE SHIRTS L<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| SHIRT – STIHL CHAINSAW PROTECTIVE SHIRTS XL<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| SHIRT – STIHL CHAINSAW PROTECTIVE SHIRTS 2XL<br>MFR # _____<br><br>STYLE # _____ | 1 EACH | $ /EACH | $ |
| HELMET – STIHL FORESTRY HELMET SYSTEM #886-0100<br>MFR # _____<br><br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| HARD HAT – PYRAMID 4 POINT SNAP LOCK SUSPENSION TYPE 1 CLASS E, G & C, WHITE<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| FACE SHIELD AND HEAD GEAR – FIBER METAL SERIES F-500<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| EAR PLUGS – MOLDEX, UNCORDED, MULTI –COLOR FOAM, 200 BOX #6604<br>MFR # _____<br><br>STYLE # _____ | 2 BOX | $ /BOX | $ |
| EAR PLUGS – UNCORDED TAPERED #6800 PURA FIT 200 PAIRS/BOX<br>MFR # _____<br><br>STYLE # _____ | 1 BOX | $ /BOX | $ |
| EAR PLUGS – ROCKET WITH CORD AND CASE #6405 50 PAIRS/BOX<br>MFR # _____<br><br>STYLE # _____ | 4 BOXES | $ /BOX | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| HEARING PROTECTION – PELTOR EAR MUFF #H7A (10 PER CASE)<br>MFR # _____<br>STYLE # _____ | 2 CASES | $ /CASE | $ |
| SAFETY GLASSES – RADIANS CHEATERS BIFOCAL CLEAR 3.0 LENS #CH1-130 CLEAR<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| SAFETY GLASSES – RADIANS CHEATERS BIFOCAL SMOKE 2.5 LENS #CH1-225 SMOKE<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| SAFETY GLASSES – CHECKMATE SILVER MIRROR LENS CK217<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| SAFETY GLASSES – FROSTBITE SILVER MIRROR LENS CK22Y<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| SAFETY GLASSES – CHECKMATE MIRROR YELLOW TINT F2117<br>MFR # _____<br>STYLE # _____ | 24 EACH | $ /EACH | $ |
| GOGGLES – VERDICT GREY/CLEAR 2400F<br>MFR # _____<br>STYLE # _____ | 24 EACH | $ /EACH | $ |
| FIRE EXTINGUISHER – ABC B417 NOZZLE<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| FIRE EXTINGUISHER – ABC B500 HOSE & NOZZLE<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| BRACKET – FIRE EXTINGUISHER, AMEREX #860<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| HAND SANITIZER – PURELL 2 OZ. #9605 24/CASE<br>MFR # _____<br>STYLE # _____ | 2 CASES | $ /EACH | $ |
| WATERLESS HAND WIPES – WYPALL WATERLESS HAND WIPE 91371 – 75/BUCKET, 6 BUCKETS PER CARTON<br>MFR # _____<br>STYLE # _____ | 2 CARTONS | $ /CARTON | $ |
| CLEANING AND DEGREASING WIPE, 24/CANISTER 12 CANISTERS/CARTON<br>MFR # _____<br>STYLE # _____ | 2 CARTONS | $ /CARTON | $ |
| BUG REPELLANT – BUG BARRIER II PERSONAL INSECT REPELLANT 6 OZ. (12 PER CASE)<br>MFR # _____<br>STYLE # _____ | 2 CASES | $ /EACH | $ |
| WASP & HORNET KILLER – SPRAY 14 OZ.<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| SMOKING RECEPTACLE – SAFESMOKER CIGARETTE RECEPTACLE #1206<br>MFR # _____<br>STYLE # _____ | 1 EACH | $ /Each | $ |
| SAFETY CANS – TYPE 1 , STEEL 1 GALLON SAFETY CAN EAGLE MODEL UI-10 S<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /Each | $ |
| SAFETY CANS – TYPE 1, STEEL 2 GALLON SAFETY CAN WITH FUNNEL<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /Each | $ |
| SAFETY CANS – TYPE 1, STEEL 5 GALLON SAFETY CAN WITH FUNNEL<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /Each | $ |
| DUST MASK – N95 PARTICULATE DUSK MASK 20/BOX<br>MFR # _____<br>STYLE # _____ | 2 BOXES | $ /BOX | $ |
| DUST MASK – N95 PARTICULATE DUSK MASK WITH EXHALATION 10/BOX<br>MFR # _____<br>STYLE # _____ | 2 BOXES | $ /BOX | $ |
| FIRST AID KIT BULK 25 K206-007<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| EYE WASH – PERSONAL EYE WASH 4 OZ.<br>MFR # _____<br>STYLE # _____ | 48 EACH | $ /EACH | $ |
| EMERGENCY WARNING KIT – SAFETY TRIANGLE TK56957<br>MFR # _____<br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| OUTDOOR CONVEX MIRROR 12”<br>MFR # _____<br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| OUTDOOR CONVEX MIRROR 18”<br>MFR # _____<br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| OUTDOOR CONVEX MIRROR 26”<br>MFR # _____<br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| FLAGGING TAPE – FLUORESCENT ORANGE, PVC, ROLL LENGTH 150 FT., ROLL WIDTH 1-3/16 IN., 4 MIL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| FLAGGING TAPE – FLUORESCENT PINK, PVC, ROLL LENGTH 150 FT., ROLL WIDTH 1-3/16 IN., 4 MIL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| BACK SUPPORT – CADET #46530 SMALL<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| BACK SUPPORT – CADET #46530 MEDIUM<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| BACK SUPPORT – CADET #46530 LARGE<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| BACK SUPPORT – CADET #46530 X-LARGE<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| KNEE PADS – ALLEGRO ECONOMY CONTOUR KNEE PADS #710-002<br>MFR # _____<br><br>STYLE # _____ | 24 EACH | $ /EACH | $ |
| PROTECTIVE APPAREL – COVERALL ZIPPER FRONT, ELASTIC WRISTS, #40054, LARGE<br>MFR # _____<br><br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| PROTECTIVE APPAREL – COVERALL ZIPPER FRONT, ELASTIC WRISTS, #40054, X-LARGE<br>MFR # _____<br><br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECT TAPE ANSI/SEA 107 CLASS 3, J23122 SML<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 MEDIUM<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 LARGE<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 X-LARGE<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 2XL<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 3XL<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 4XL<br>MFR # _____<br><br>STYLE # _____ | 2 EACH | $ /EACH | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| HIGH VISIBILITY JACKETS – FLUORESCENT YELLOW W/REFLECTIVE TAPE ANSI/SEA 107 CLASS 3, J23122 5XL<br>MFR # _____<br>STYLE # _____ | 2 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 SMALL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 MEDIUM<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 LARGE<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 X-LARGE<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 2XL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 3XL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 4XL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| RAIN PONCHO – DURAWEAR PVC WATERPROOF PONCHO, #1026 5XL<br>MFR # _____<br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| SAFETY VEST – LIME, MESH, ANSI CLASS II SILVER STRIPE, VELCRO, SMALL<br>MFR # _____<br>STYLE # _____ | 10 EACH | $ /EACH | $ |
| SAFETY VEST – LIME, MESH, ANSI CLASS II SILVER STRIPE, VELCRO, MEDIUM<br>MFR # _____<br>STYLE # _____ | 10 EACH | $ /EACH | $ |
| SAFETY VEST – LIME, MESH, ANSI CLASS II SILVER STRIPE, VELCRO, LARGE<br>MFR # _____<br>STYLE # _____ | 10 EACH | $ /EACH | $ |
| SAFETY VEST – LIME, MESH, ANSI CLASS II SILVER STRIPE, VELCRO, X-LARGE<br>MFR # _____<br>STYLE # _____ | 10 EACH | $ /EACH | $ |
| SAFETY VEST – LIME, MESH, ANSI CLASS II SILVER STRIPE, VELCRO, 2XL<br>MFR # _____<br>STYLE # _____ | 10 EACH | $ /EACH | $ |

| Description | Quantity | Unit Price | Extension |
|---|---|---|---|
| SAFETY VEST – LIME, MESH, ANSI CLASS II SILVER STRIPE, VELCRO, 3XL<br>MFR # _____<br><br>STYLE # _____ | 10 EACH | $ /EACH | $ |
| WINTER CAP – HIGH VISIBILITY KNITTED WINTER CAP WITH REFLECTIVE THREAD, YELLOW, LUX-KCR<br>MFR # _____<br><br>STYLE # _____ | 6 EACH | $ /EACH | $ |
| BASEBALL CAP – OUTDOOR YELLOW SAFETY CAP WITH REFLECTIVE TRIM ONE SIZE<br>MFR # _____<br><br>STYLE # _____ | 12 EACH | $ /EACH | $ |
| | | **Total Bid** | **$** |

**CONTRACT ADMINISTRATION INFORMATION:**

| **CORRESPONDENCE TO CONTRACTOR:** | | **REMIT TO CONTRACTOR:** | |
|---|---|---|---|
| NAME | | NAME | |
| CONTACT | | CONTACT | |
| ADDRESS | | ADDRESS | |
| CITY ST ZIP | | CITY ST ZIP | |
| TX | | TX | |
| FX | | FX | |
| EMAIL | | EMAIL | |
| | | | |

| **COUNTY BILL TO INFORMATION:** | **COUNTY SHIP TO INFORMATION:** |
|---|---|
| DuPage County Division of Transportation<br>Attn: Kathy Black<br>140 North County Farm Road<br>Wheaton, IL 60187<br>TX: (630) 407-6935 | DuPage County Division of Transportation<br>Attn: Darcie Garza<br>140 North County Farm Road<br>Wheaton, IL 60187<br>TX: (630) 407-6906 |
| **OR** | |
| **COUNTY BILL TO INFORMATION:** | **COUNTY SHIP TO INFORMATION:** |
| DuPage County Public Works<br>Attn: Amy Arlowe<br>7900 S. Route 53<br>Woodridge, IL 60517<br>TX: (630) 985-7400 | DuPage County Public Works<br>Attn: Amy Arlowe<br>7900 S. Route 53<br>Woodridge, IL 60517<br>TX: (630) 985-7400 |

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

**BID FORM**
**PROCUREMENT SERVICES DIVISION**
**BID** #12-175

(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.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of

Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**BID AWARD CRITERIA:**
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total bid amount.

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

**TOTAL BID AMOUNT:**

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

**X**_____ **CORPORATE SEAL**
**(Signature and Title)** **(If available)**

# BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____day of _____ AD, 2012

_____ 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.

# 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 _____

REVISED 03/03/11

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

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ 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)

## Part I Taxpayer Identification Number (TIN)

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

**Social security number**

☐☐☐ – ☐☐ – ☐☐☐☐

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

**Employer identification number**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

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

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 1-2011)

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 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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

**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 [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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 [4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

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

## 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

## 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:** | |
| | |
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| **CONTACT PERSON:** | |
| **TELEPHONE NUMBER:** | |

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| **COMPANY NAME:** | |
| **ADDRESS:** | |
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| **CONTACT PERSON:** | |
| **TELEPHONE NUMBER:** | |

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| **COMPANY NAME:** | |
| **ADDRESS:** | |
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| **CONTACT PERSON:** | |
| **TELEPHONE NUMBER:** | |

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| **COMPANY NAME:** | |
| **ADDRESS:** | |
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| **CONTACT PERSON:** | |
| **TELEPHONE NUMBER:** | |

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

# ***LATE BIDS CANNOT BE ACCEPTED!***

| **SEALED BID PROPOSAL** | |
|---|---|
| **INVITATION #:** | **12-175** |
| **OPENING DATE:** | **08/09/12** |
| **OPENING TIME:** | **1:30 P.M.** |
| **DESCRIPTION:** | **Health & Safety Supplies** |
| **DATED MATERIAL-DELIVER IMMEDIATELY** | |

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

# LATE BIDS CANNOT BE ACCEPTED!