



# County of McHenry Request for Proposal

## RFP # 18-30

### Provide and Maintain MFP and Printer Services and Supplies for the County of McHenry

April 26, 2018

This Request for Sealed Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide and maintain MFP and Printer services to the County of McHenry as outlined within this document. All requirements are as per specifications enclosed herein.

**GENERAL REQUIREMENT:** This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and one (1) copy of the completed proposal are to be submitted.**

**SUBMISSION LOCATION:**

**Mailing/Shipping Address:**

McHenry County  
Purchasing Department  
2200 N. Seminary Avenue Room 200  
Woodstock IL 60098

**Drop Off In Person:**

Purchasing Department  
McHenry County Administration Building  
667 Ware Road Room 200  
Woodstock IL 60098  
Phone: (815) 334-4818  
Fax: (815) 334-4680

**Email: [purchasing@mchenrycountyil.gov](mailto:purchasing@mchenrycountyil.gov)**

**CONTACT PERSON:**

ADAM LETENDRE, DIRECTOR OF PURCHASING  
PURCHASING DEPARTMENT

**SUBMISSION DATE AND TIME:**

**2:00 PM, (CST) May 31, 2018**

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

### SCHEDULE OF EVENTS

April 25, 2018-----	RFP Available
May 3, 2018-----	Pre-RFP Meeting at 10:00 A.M. (CST) in the Purchasing Department, 667 Ware Rd., Woodstock, IL 60098
May 8, 2018-----	Vendors Questions Submitted via email or fax to <a href="mailto:purchasing@mchenrycountyil.gov">purchasing@mchenrycountyil.gov</a> or 815-334-4680 by 12:00P.M.(CST)
May 18, 2018-----	Vendors Questions Answered via fax and Posted on Website after 4:00 P.M.(CST)
May 31, 2018-----	Bid due in Purchasing at 2:00 P.M.(CST)

## GENERAL INFORMATION

**NOTE: PRE-BID MEETING WILL BE HELD ON THURSDAY, MAY 3, 2018 AT 10:00AM (CST) IN THE PURCHASING DEPARTMENT, ADMINISTRATION BUILDING, 667 WARE ROAD, WOODSTOCK, IL 60098. IT IS HIGHLY SUGGESTED INTERESTED PARTIES ATTEND THE PRE-BID MEETING.**

### REQUEST FOR PROPOSALS

#### DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

#### RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

#### EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

#### NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

### TERMS AND CONDITIONS

#### AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved August 1, 2014, revised April 1, 2018. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

### RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and eighty (180) days to accept.*** The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

### INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

### AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

### CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Qualifications and experience for the specific scope of services as set forth herein (30pts).
2. Cost Proposal based on the contract description (5 pts)
3. Compliance with requirements of this RFP (60 pts).
4. References provided (5 points)

Total 100 points

### NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

### SECURITY

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and

are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

#### CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entitles and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials. McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the

Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

#### VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

#### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

#### REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

#### QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented.



These references should provide the name and address of the entity where the project was completed as well as a contact person.

## INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

## EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

**HOLD HARMLESS CLAUSE**

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is

caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

#### DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original and one (1) copy of the completed proposal, along with any support documentation to:

Purchasing Department  
McHenry County Administration Building  
667 Ware Road, Room 200  
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on May 31, 2018**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

**SUBMITTALS MAY BE EMAILED TO: [purchasing@mchenrycountyil.gov](mailto:purchasing@mchenrycountyil.gov) , OR MAILED/DELIVERED IN PERSON no later than 2:00PM (CST) on May 31, 2018**

**NOTE: PRE-BID MEETING WILL BE HELD ON THURSDAY, MAY 3, 2018 AT 10:00AM (CST) IN THE PURCHASING DEPARTMENT, ADMINISTRATION BUILDING, 667 WARE ROAD, WOODSTOCK, IL 60098. IT IS HIGHLY SUGGESTED INTERESTED PARTIES ATTEND THE PRE-BID MEETING.**

#### SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

**PRICING**

Price offered shall be firm for at least 180 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

**FREIGHT**

Freight is all inclusive unless otherwise stated.

**FUEL SURCHARGE**

The County of McHenry does NOT accept any fuel surcharges.

## **SPECIFICATIONS:**

### **General Information**

The RFP covers the County of McHenry's needs for multifunction printing devices (MFDs), MFD service and maintenance, and existing printer service and maintenance. Existing MFDs and printer specifications are listed in detail within Exhibit 2 and 3, respectively. In addition, MFDs recommended within your response should be capable of proximity identification card integration, Apple AirPrint compatibility, 802.11 wireless printing, customizable touch screen controls, internal hard drives with overwrite security and self-healing bios. The overwrite security for hard drives must meet Department of Defense and common criteria for ISO 15408 certification. Exhibit 1 describes the minimum specifications required for the proposed MFD replacements. The first column of the spreadsheet indicates a category which corresponds to the first column of Exhibit 2. Each MFD in Exhibit 2 is identified as a particular category in Exhibit 1, so the minimum specifications for the replacement MFD is clear.

Exhibit 2 represents those MFDs currently in use in County of McHenry government facilities. The information also indicates the features associated with the specific MFDs and the volume of copies produced during the period of January 1, 2017 to December 31, 2017. This information is being provided in order to size the recommended replacement MFD. County of McHenry does not obligate itself to a specific number of copies as a result of this RFP. MFDs will be placed in many locations throughout County of McHenry facilities, on campus and including various off-site office locations throughout the county. Exhibit 3 is a list of the printers required and their associated specifications and quantities. County of McHenry shall not consider any proposals that include residual payments or other hidden costs. Any and all costs for the life of the contract must be explicitly called out in the Vendors proposal.

#### **Exhibits signified in this RFP:**

The following exhibits detail specifications that are referenced to or requested within this RFP package. Vendors who desire to submit a response must request, and complete as necessary, these exhibits from County of McHenry's Purchasing Department or on the website.

Exhibit 1 – Minimum Specifications for each category of MFD (Information Only)

Exhibit 2 - Current MFDs, Associated features & Volumes (Information Only)

Exhibit 3 – Current Printers & Volumes (Information Only)

Exhibit 4 – MFD Replacement Lease Cost & Service and Maintenance Proposal (To Be Completed)

Exhibit 5 – Printer Service and Maintenance Proposal (To Be Completed)

Exhibit 6 – Lease Costs: Invoice & Billing Example (Information Only)

Exhibit 7 – Service & Maintenance Costs: Invoice & Billing Example (Information Only)

All pricing information, along with other information contained in the proposal, shall be used to determine which Vendor will be contracted. Once the final decision is made regarding the specific printers to be placed in County of McHenry facilities, the total Contract prices shall be determined using the pricing information submitted in the Proposal.

## **1.0 General Specifications**

### **1.1 Acquisition from Other Sources**

This is a non-exclusive contract and the County reserves the right to procure equipment from other sources.

### **1.2 Copy Credit**

Copy credits shall be given for copies made during installation, customer training, and equipment servicing. The number of copies for which a credit is due will reduce the total number of copies to be billed for the billing cycle in which the copy credits were recorded.

### **1.3 Data Security**

Provide detailed information regarding your approach to securing data/documents for all models of MFDs proposed in relation to this Contract. The minimum measures required are outlined below:

- Disk wiping after print and scan jobs complete
- Disk degaussing when moves or replacements occur
- Self-healing Bios functionality
- Describe in detail the process for secure printing. How do you ensure that sensitive documents do not print without the recipient at the printer?
- How does your system allow County of McHenry to ensure that incoming faxes are only collected by authorized staff?

### **1.4 Dedicated Account Manager**

Vendor must provide a dedicated Account Manager. The Account Manager must be an individual intimately familiar with the County of McHenry account that has decision making authority and can handle any and all requests from inception through completion. Examples include, but are limited to, billing, supply chain management, dispatch, triage, troubleshooting, etc.

### **1.5 Delivery Requirements**

All Equipment, software, etc. procured as a result of Vendors proposal shall be quoted F.O.B. destination, freight prepaid.

### **1.6 Demonstrations**

Prior to selection, and at Vendors expense, the County may require the Vendors to connect and test at least two installations, using the equipment proposed, in County Facilities. The equipment must be the actual equipment proposed with exact specifications and features proposed.

### **1.7 Energy Star Compliant**

Equipment proposed must be energy star compliant.

### **1.8 EPEAT Green Compliant**

Equipment that is EPEAT Green compliant may be given preference.

### **1.9 Equipment**

All MFDs furnished under this Contract shall be **new equipment**, in current production by the manufacturer, available in the marketplace, and newly serialized. County of McHenry shall be the first user of each MFD and printer furnished on all initial installations. No remanufactured, reconditioned, or used equipment will be accepted. **New equipment** shall be defined as zero reprocessed components and zero recovered parts. Equipment added after the initial installation may be reconditioned equipment, subject to the advanced approval of the Director of Information Technology.

The Vendor shall install all MFD hardware, and supply all necessary print drivers and MFD/printer management software to County of McHenry, and work with IT staff to test all connections and print and fax functionality. Installation of print drivers and other software required to make the MFDs and printers function in the County of McHenry's environment will be performed by County of McHenry with Vendor assistance. No MFD placed under this Contract, and subsequently removed due to service problems, may be placed in another County of McHenry location at any time during this Contract term, or any extension period without the expressed written approval of County of McHenry.

### **1.10 Equipment Availability**

As a part of its proposal, the Vendor guarantees that all equipment offered as a part of this competition will be available during the Contract period. If any specific MFD is not available, one or equal or better functionality shall be substituted at the same monthly rental/lease rate as the original offered during the remainder of the Contract.

### **1.11 Equipment Changes**

As MFD needs change at County of McHenry, there may be a requirement to upgrade or downgrade the existing fleet of MFD equipment. Likewise, new MFD installations or MFD removals may be required. These equipment changes may result in a change in the base monthly cost. The cost of any MFD equipment added after the initial installation shall be calculated co-terminus with the equipment of the initial installation. At any time, County of McHenry reserves the right to remove any number of MFDs at its discretion without penalty, and reduce the monthly billing.

### **1.12 Guaranteed Service Response**

In the event an MFD or printer needs service because it is not functioning properly, the Vendor agrees to have a properly trained repair technician on-site to assess the nature of the problem within 2.5 business hours of being notified of equipment malfunction, and confirmation of trouble ticket receipt via phone and/or email within 30 minutes. ***This requirement pertains to every service call.*** Not meeting the requirements of this provision will cause penalty of \$150.00 per occurrence, to be credited to the County's monthly bill for service and maintenance.

County of McHenry's Information Technology Help Desk shall perform initial troubleshooting. In the event that they cannot resolve the issue, Help Desk staff will notify the Vendor. The Vendor shall provide a web based automated system for tracking the status of service and maintenance calls, which provides a customized job ticket and up-to-date information on call status and statistics on all MFD and printer service calls.

If any MFD fails to perform according to manufacturing specifications and as agreed upon by County of McHenry and the Vendor, County of McHenry will notify the dedicated Account Manager of such failure, and the Vendor will provide a loaner MFD within one business day. If the original equipment cannot be repaired to a state of full functionality within one week of original notification, the Vendor shall replace the defective equipment with equipment of equal or better specifications. County of McHenry will not pay any additional costs for the loaner or substitute model.

#### **1.13 Identification Number**

All equipment must have a prominently displayed identification number. All invoices, service tickets, etc. must reference and explicitly tie back to the identification number.

#### **1.14 Manufacturer's Certification**

All proposals must include documentation from the equipment manufacturer certifying that the Vendor is a bona fide dealer for that manufacturer's products and the Vendor is authorized to submit a proposal for their equipment.

#### **1.15 Manufacturer's Published Specifications**

One set of the manufacturer's published specifications for each model offered under this proposal is requested to be submitted with the original Proposal. This should include the date the product was introduced and the product roadmap, including End of Life date. Additionally, we seek written assurance from the Vendor that warranty, parts, and software/firmware support will be available throughout the life of the contract.

#### **1.16 Minimum Contract Requirements**

The Vendor will use the information provided in Exhibit 1, 2 and 3 to formulate a recommendation for installing new MFDs and supporting those MFDs and existing printers in County of McHenry facilities. County of McHenry in its sole discretion, shall have the final decision as to what equipment will be placed and where it will be placed. The number of MFDs, the size, configuration, features, and final locations shall be confirmed between vendor and County of McHenry during RFP negotiation. County of McHenry requests recommendations from the Vendor regarding efficiencies and ways to manage the MFD and printer fleet to reduce its environmental impact.

#### **1.17 Moves**

The Vendor shall indicate an hourly labor rate to move MFDs or printers in conjunction with County of McHenry requested moves from one location to another. Travel time to and from Vendor's place of business shall not be paid by County of McHenry. These billed moves will be in conjunction with office relocations, or other County requests and performed in coordination with County of McHenry Information Technology Staff.

All movement of MFD's (existing or proposed), into or out of County of McHenry's facilities, in association with installation services of this contract must be included within this proposal, and will not be billed at an hourly rate. Additionally, moves within a building, throughout the life of the contract will not incur an hourly labor rate. These moves will be treated as a service call, and included under service and maintenance.



### **1.18 Notices**

Any notice, demand, or other communication required under the terms of the Contract shall be made in writing, addressed to the respective parties as follows:

County of McHenry  
Attn: Director of Information Technology  
2200 N. Seminary Ave., Suite 151  
Woodstock, IL 60098

### **1.19 Operating System Compatibility**

Equipment must be compatible with all common operating systems. Compatibility means full functionality for all device features.

### **1.20 Parts and Supplies Onsite**

To ensure continuity of service, the Vendor must maintain a minimum inventory of consumables and frequently needed parts for all equipment.

### **1.21 Performance Expectations**

County of McHenry requires that each MFD/printer be fully functional (operating without repeated service calls or prolonged breakdowns). County of McHenry may request the Vendor to replace any MFD that suffers repeated breakdowns of the same type, 3 times in a 30-day period. The replacement shall be made within 10 business days, at no charge to County of McHenry. Not curing the repair or replacement to the County's satisfaction within 10 business days will be considered breach of contract.

The replacement MFD model and features must be the same as, or better than, the MFD being replaced. Unwillingness on the Vendor's part to replace inoperative MFDs shall be considered cause for termination of the Contract. "Breakdown" is defined as a MFD that is not in exceptional operating condition, requiring a service call or trouble ticket to the Vendor. "Downtime" commences upon County of McHenry's notification to the Vendor's that the machine is inoperative, and ends when the MFD is restored to operating status and the Information Technology HelpDesk is notified.

The following circumstances will not constitute downtime:

- Preventative maintenance calls
- Service calls attributed to operator error
- Field installations of features, model changes, and engineering changes

Vendor shall provide a list of service calls per machine, performed by their manufacture certified service technicians.

### **1.22 Preventative Maintenance**

The Vendor must notify the County at least one business day in advance of planned preventative maintenance.

### **1.23 Quarterly Contract Review**

The Vendor and County will meet on a quarterly basis to discuss Vendor performance.

### **1.24 Reduction and Enlargement**

All equipment must have reduction and enlargement capabilities. Vendor must specify reduction and enlargement range within their proposal.

### **1.25 References**

Vendor shall submit no less than 3 references. References shall be of similar size that have an existing contract for a total of at least 70 MFDs of the same brand and models offered in their Proposal. References may not be within the Vendor's own organization or a subsidiary. County of McHenry reserves the right to contact references. County of McHenry shall be the sole judge in determining a satisfactory/ unsatisfactory reference response. Each reference must include the organization's name, address, contact person(s), telephone number(s), date the contract started, and a list of the current equipment provided under the terms of the Contract.

The County of McHenry may choose to tour the facility of any reference listed without providing notice to the Vendor. Vendors should not include customers as reference unless they agree to allow the County to tour and interview them.

### **1.26 Scanning Requirements**

MFD Scanners must be capable of scan to email, scan to network file, scan to print, double sided scanning, high resolution color scanning (600 dpi minimum), single page PDFs, Multi-page PDFs, TIFF, JPEG, PNG, JPG, and BMP.

### **1.27 Security Clearance Requirements**

The successful vendor must adhere to staff security clearance requirements of County of McHenry. All employees working within County of McHenry facilities must pass a background check (annually) conducted by the McHenry County Sheriff.

### **1.28 Service & Maintenance**

It will be the responsibility of the Vendor to maintain all MFDs and printer equipment in exceptional operating condition. Such services and maintenance shall include any parts, repairs and, as required, any adjustments and routine maintenance. All Service and Maintenance shall be performed onsite and strictly according to manufacturer's specifications.

Costs of service and maintenance for the equipment are to be included in this Proposal. Requests for additional compensation for maintenance (parts & service) after execution of the contract shall not be considered. All parts and consumables for the service and maintenance used within the proposal must be OEM. No exceptions.

### **1.29 Service Reports**

The Vendor shall furnish a quarterly summary report containing information about Performance Measures for all MFDs/printers under Contract. Upon reviewing the report, County of McHenry may request specific action to be taken to resolve service-related issues.

### **1.30 Service Technician Qualifications**

All service technician personnel must be vetted through back ground check by McHenry County Sheriff. Additionally, each technician must possess OEM equipment manufacturer certification(s) to work on proposed MFDs and existing printers. Finally, all service technicians must be have 3-5 years field experience.

### **1.31 Software Upgrades and Changes**

The Vendor will be responsible for providing the most recent versions of all operating firmware, software, print drivers, spoolers, etc. for the life of the contract. The Vendor is responsible for providing certified network and technical support to ensure compatibility with County systems. The Contract will be voided if network connectivity of printing issues cannot be resolved to the satisfaction of the Director of Information Technology.

### **1.32 Statement of Work**

The Vendor will provide a detailed Statement of Work describing the installation process and schedule.

### **1.33 Surge Protection**

All equipment must have surge protectors.

### **1.34 Training**

The Vendor shall be responsible for initial training of all employees in the use and care of MFDs. In addition, on demand training opportunities shall be made available to all employees, with specific orientation training provided to new hires. All training shall be at no charge to County of McHenry. The Vendor will work with County of McHenry to determine initial training schedules and locations.

### **1.35 Warranty**

The Vendor must include the exact periods of on-site warranty coverage for both parts and labor for all proposed equipment.

## **2.0 Billing Specifications**

Billing services shall be customized during contract negotiation, and will include, at a minimum: Make and Model of MFD/Printer, Department, physical location, manufacturer serial number, County of McHenry identifier, ip address, monthly cost, previous meter, current meter, per page cost, and usage fee. Billing will incorporate actual monthly usage fees based on meter readings at all times. Any account reconciliation services required from vendor will be provided free of charge.

Two separate detailed invoices must be submitted monthly to the County of McHenry, McHenry County Department of Transportation, and to McHenry County Valley Hi Nursing Home. One invoice will address the fixed MFD lease costs, and one will address the variable service and maintenance (cost per copy) costs both the leased MFDs and existing Printers. The invoices for variable service and maintenance (cost per copy) costs will be billed in arrears. Examples of the expected invoices and detailed bills can be found in Exhibit 6 and 7, respectively.

**Email Addresses to send electronic invoices will be supplied at time of Award.**

**Invoices will be physically addressed to the following:**

1. County of McHenry  
Information Technology Department  
2200 North Seminary Avenue  
Woodstock IL 60098
  
2. McHenry County Department of Transportation  
16111 Nelson Road  
Woodstock, IL 60098
  
3. Valley Hi Nursing Home  
2406 Hartland Road  
Woodstock, IL 60098

**2.1 Collecting Use Data**

The Vendor is responsible for establishing and using an online process to collect meter readings and billing information on a monthly basis.

**2.2 Departmental Billing**

Each County Department shall be invoiced and billed separately for color toner costs.

**2.3 Electronic Billing**

Vendor must have electronic billing capabilities capable of customization.

**2.4 Paper Consumed in Service**

Paper consumed while servicing equipment must be replaced with same quality paper when consumption exceeds 100 sheets on a service call.

**2.5 Payment Terms**

Payment terms are to be net 60 days. There will be no late penalty fee applied until after 60 days from the date of the invoice.

**2.6 Pay Only for Copies/Prints Made**

If the quantity of a copy/print run changes, or is cancelled, the cost per copy count must be reflective of said change.

**2.7 Scan Charges**

There will be no charges for scans.

**2.8 Service Copies**

Copies, or prints made during the installation, maintenance, repair, or testing of equipment must be deducted from the cost per copy counts, and credited on the invoices.

### **3.0 Cost Per Copy**

#### **3.1 Cost Per Copy Components**

Cost per Copy to include the costs of labor, shipping, travel, supplies, and replacement parts. Including, but not limited to, black and white toner, developer, fuser supplies, drums, blades, organic photo conductors, safety retrofits, rollers, belts, corona wires, platens, sensors, lenses, lubricants, preventative maintenance kits, software and upgrades, programming, emergency calls, staples, and staple wire, and all others parts, pieces, etc. required to keep the equipment in exceptional operating condition. Paper and Color toner are the only additional costs.

#### **3.2 Cost Per Copy**

Cost per copy is expected for all MFDs, and printers.

### **4.0 Proposal Content & Submittal Requirements**

**Instructions:** When preparing Proposals, reply to each of the following Proposal content and evaluation criteria in the order listed. We require itemized responses to the numbered specifications within the General, Billing, and Cost per Copy Specifications called out above. Additionally, please answer each numbered point listed below followed by your response in full, narrative sentences, and provide any requested materials:

#### **4.1 Qualifications**

- A statement of the firm's experience and qualifications to perform the requested work of placing and servicing MFDs and printers throughout County of McHenry facilities.
- In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related to or helpful to the services requested herein.

#### **4.2 Proposed Approach to Project**

The Vendor's response to this Proposal shall address all statements made throughout the General Specifications, and Billing Specifications sections of the RFP. The County is seeking specific and thought out responses.

Include at a minimum the following information:

- a) Include how to best implement and manage the transition to this new contract.
- b) Describe in detail how will you meet the Guaranteed Service Response? Include in your Proposal a proposed response time and complaint resolution process. Please also include a "first fix" rate, or how many hours it takes for you to fix any given unit the first time for current clientele.
- c) Provide detailed project plan for the implementation of your proposed equipment, and software, including the timing of the installation(s).
- d) Identify any additional services your firm may offer to County of McHenry, with costs associated, for these additional services.

#### **4.3 Proposed Fees for MFDs – Exhibit 4**

The County of McHenry is interested in pricing on leasing MFDs for a five year term. Additionally, we are interested in pricing for service and maintenance on the proposed MFDs, as well as our existing printer fleet. County of McHenry requests pricing information on new MFDs, the size and features of which match or exceed the existing MFD fleet described in Exhibit 2, and meeting the minimum specifications outlined within Exhibit 1.

Pricing should be provided in Exhibit 4 and will extend throughout the contract. List the monthly and annual fixed lease costs, as well as the monthly variable service and maintenance (cost per copy) costs.

#### **4.4 Proposed Printer Service & Maintenance (Cost per Copy) – Exhibit 5**

County of McHenry requests pricing information for existing printer service and maintenance, including OEM replacement parts, OEM toner, and support services. The printers and their utilization are listed in Exhibit 3. Pricing should be provided in Exhibit 5 and will extend throughout the contract. Vendors are requested to list monthly variable service and maintenance (cost per copy) costs.

#### **4.5 Software Management Application(s)**

County of McHenry requests pricing information on the software management application used to centrally manage County of McHenry's fleet of MFDs and network printers. Software must be enterprise grade, capable of scaling, must fully integrate with Microsoft Active Directory, and Microsoft print queues. Software must have intelligent print and scan management features. Include costs for unlimited licensing, installation services, configuration, testing, and annual software maintenance costs. Additionally, licensing must include 3-5 server licenses for redundancy, load balancing and failover.

Features must include, but are not limited to:

- Delivery and installation of supplies (e.g. toner cartridges)
- Hardware repair
- Life Cycle Management
- Meter Reading
- Remote monitoring
- Reporting tools
- Troubleshooting

Intelligent print and scan management software should incorporate (at a minimum):

- Centrally managed printing, scanning, faxing
- Cost assignment to business unit
- Integration with Microsoft SharePoint
- Integration with xMediusFax
- Intelligent Print Management
- Secure Printing
- Workflow, Rules and Routing

Include all costs for unlimited licensing, installation, configuration, testing, and annual software maintenance costs. Additionally, licensing must include 3-5 server licenses for redundancy, load balancing and failover.

#### **4.6 Delivery & Installation Services**

The Vendor shall specify the anticipated delivery and installation of the MFD fleet after receipt of a signed Contract ensuring full operation of all units by November 2018. County of McHenry recognizes the need to coordinate delivery and the installation with the existing vendor and anticipates a minor overlap in service. Please provide details about the timing of the installation of new equipment in your proposal.

The Vendor awarded this part of the Contract will be responsible for coordinating all aspects of the installation of new equipment and de-installation of existing equipment with County of McHenry's Information Technology Department. They will be responsible for installation of all software, IP addresses and other items required to make each MFD fully functional. The MFD's must be delivered, installed, tested, and fully functional in production prior to the existing equipment lease expiration on November 30, 2018. No payments, or billing for this preparation time may be done prior to December 1, 2018.

All existing leased MFD equipment must be packed, insured, and shipped to current vendor prior to November 30, 2018. Packing, insurance and shipping costs must be accounted for within this proposal as it will be the responsibility of the successful vendor. The shipping instructions to return MFD's to current vendor are, at a minimum: All original components including plugs, wires, cables, connectors, and manuals shall be packed with each unit. All accessories including stackers, finishers, print controllers and stands, etc., must be returned. All accessory items must be removed from inside the stands/cabinets prior to shipping. All doors and paper feed drawers must be locked or taped. Document sorters, finishers, and external print controllers must be detached, packed, and shrink wrapped individually. Color MFP's must have their scanning mechanism secured and all fuser oil drained from the unit prior to shipping. Units are to be shrink wrapped and secured while in transit. Packing of equipment shall be done in strict accordance with the manufacturers guidelines. Any costs associated with non-compliance will be borne by the Vendor.

Freight charges must be prepaid. Any collect or COD shipments may be refused, resulting in additional charges. Shipment by a company specializing in the air ride, lift gate transportation of electronic devices is highly recommended to avoid damaging the equipment. All equipment will be inspected and tested upon successful delivery to verify proper working condition of equipment. The successful vendor is responsible for any and all damage to equipment during shipping, so insurance for the amount of replacement during transit is required. If any damage does occur, the successful vendor is responsible for following through with the insurance company to remediate all payment to current vendor.

#### **4.7 Color Toner Costs**

Provide static costs for OEM color toner for the life of the contract. Costs should be provided for any color MFDs within proposal, and any color printers listed in Exhibit 3.

#### **4.8 References**

Vendor shall submit no less than 3 references per General Specifications.



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**PROPOSAL FORM**

WE, \_\_\_\_\_, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED HEREIN.

WE ALSO CERTIFY THAT THIS WRITTEN PROPOSAL IS VALID FOR 180 DAYS FROM THE DAY OF THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF MCHENRY.

\*\*Please list below other costs that may be associated with this service or use additional sheets if necessary:

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**EXCEPTIONS TO THE RFP:**

List any exceptions to the RFP Specifications:

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AUTHORIZED NEGOTIATORS:

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

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REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & Email Address:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & Email Address:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & Email Address:

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**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes    \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

\_\_\_ Individual

\_\_\_ Real Estate Agent

\_\_\_ Sole Proprietorship

\_\_\_ Government Entity

\_\_\_ \*Partnership

\_\_\_ Tax Exempt Organization

\_\_\_ \*\*Corporation

(IRC 501(a) only)

\_\_\_ Not-for-Profit Corporation

\_\_\_ Trust or Estate

\_\_\_ Medical and Health Care

Services Provider Corporation

\*State full names, titles and addresses of all responsible principles and/or partners below;

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed please submit any additional sheets.**

**THIS PAGE IS MANDATORY.**

## **SIGNATURE PAGE**

**RUBBER STAMPED, FAXED, SIGNATURE WILL DISQUALIFY YOUR SUBMITTAL**

### **PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\*\*State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
(Individual - Partnership - Company - Corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, and Zip Code)

\_\_\_\_\_  
(By Printed Name and Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone No)

\_\_\_\_\_  
(Fax No)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

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