

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.

ADDENDUM

Should the Vendor require any additional information about this Bid, please email the contact shown on Page 1 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 emailed to bidder if a Notice of Intent to Bid has been completed and submitted 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 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 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. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

INSURANCE

(1) 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 contractors, 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.

(2) 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

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and 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 upon award. 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, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

Bids must be submitted by mail or in person (One Original, no electronic submission).

BIDS are due by 2:00 P.M. (CST) on July 22, 2019.

Sealed Bid envelopes are to be clearly marked with the Bid Number, title, time & date of opening.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

SUBMITTAL

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

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

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.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

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 contractor 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 contractor'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.

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 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

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.

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.

PROTEST PROCEDURES

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Director of Purchasing. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the Purchasing Department.

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

EXPECTATION FOR EQUIPMENT/HARDWARE

It is the County's expectation equipment and/or hardware installed as part of this bid will be in new, un-used condition unless otherwise noted in bid submission.

DELIVERY

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

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

SPECIFICATIONS

The County of McHenry seeks qualified firms to provide copy paper. This is a multi-year bid beginning 12/1/19-11/30/20, year 2 from 12/1/20-11/30/21 and year 3, optional, from 12/1/21-11/30/22.

Copy paper must meet the following criteria:

20# white, smooth finish, bond, recycled copy paper, containing a minimum of 30% post consumable with a minimum brightness of 84, chlorine free, FSC (Forest Stewardship Council) approved.

Paper 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. Bidders may be required to submit a sample prior to award.

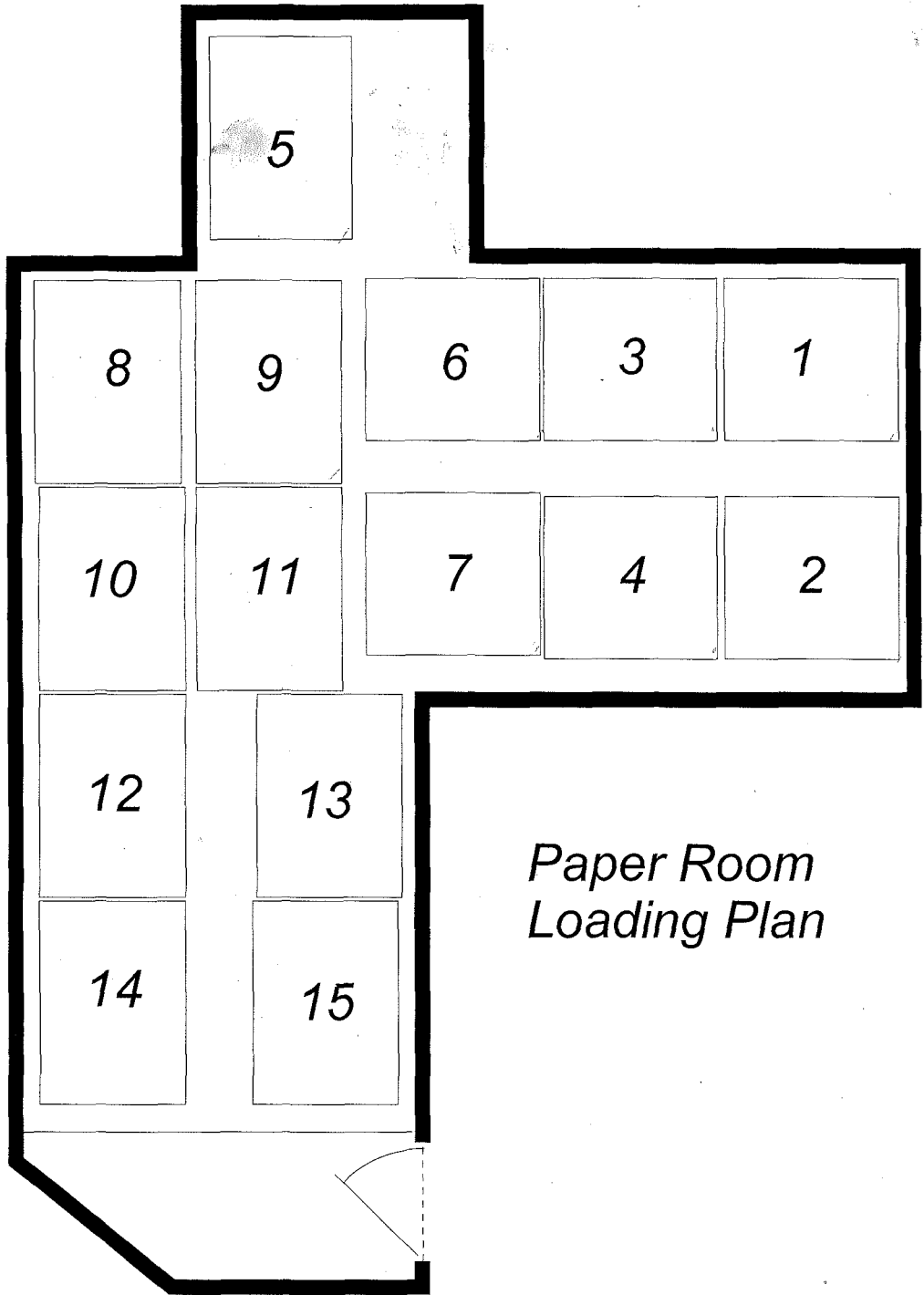
Delivery of paper to be tri-annually (3 deliveries), in one (1) shipment as outlined within this document. Delivery of first shipment is December 2019.

Approximate Delivery Schedule: December 2019, April 2020, and August 2020.

Delivery of paper to be on skids and offloaded into a storage room in the dock area at McHenry County Government Center, 2200 N. Seminary Ave, Woodstock, IL 60098. ****Must call the Facilities Management Coordinator at 815-334-4016, 24 hours prior to delivery. An electric pallet jack is recommended for off-loading into storage area – pallets must fit into a very tight space.** Please refer to the Paper Room Loading Plan on the following page.

Annual quantities are estimated and quantities are not guaranteed:

8-1/2" x 11"	1,560 cases total annually	520 cases delivered tri-annually
8-1/2 x 14"	10 cases total annually	Delivered as-needed
11" x 17"	6 cases total annually	Delivered as-needed



*Paper Room
Loading Plan*

Bid Page

Paper Size Bid based upon the case price Delivery included	Year 1 from 12/1/19-11/30/20	Year Two from 12/1/20-11/30/21	Year Three, optional, from 12/1/21-11/30/22
8-1/2 X 11	\$	\$	\$
8-1/2 X 14	\$	\$	\$
11 X 17	\$	\$	\$

Exceptions to this Bid: _____

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: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

THIS PAGE IS MANDATORY
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):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation | <input type="checkbox"/> (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | |
| <input type="checkbox"/> 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:

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY

SIGNATURE PAGE

**Rubber-stamped, Faxed, Copied or Typed Signature will disqualify your bid.
Signature must be original, in ink.**

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. 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 Bid 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 Original Signature in Ink Title

Witness Signature Title

Telephone Number Email Address

Date

End of Document