



DuPage County  
ROBERT J. SCHILLERSTROM  
COUNTY BOARD CHAIRMAN

**COUNTY OF DU PAGE, ILLINOIS**  
**PROCUREMENT SERVICES DIVISION**

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

**TX: (630) 407-6200**

**FX: (630) 407-6201**

<b>REQUEST FOR PROPOSAL:</b>	<b>#P07-01</b>	<b>RFP ISSUE DATE:</b>	<b>02/05/07</b>
<b>PROPOSAL DESCRIPTION:</b>	MASTER CONTRACT AGREEMENT FOR SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING SYSTEMS AND EQUIPMENT AND RELATED SUPPORT SERVICES		
<b>PREPROPOSAL CONFERENCE:</b>	<b>02/21/2007</b>	<b>TIME:</b>	<b>10:00 a.m.</b>
<b>ACCEPTANCE DEADLINE:</b>	<b>03/02/2007</b>	<b>TIME:</b>	<b>2:30 p.m.</b>

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC ACCEPTANCE DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND NAMES OF OFFERORS READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.

**TO ALL PROSPECTIVE OFFERORS:**

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

The original proposal and the required number of copies must be received in a sealed container 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 proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal acceptance date and time, to:	<b>DU PAGE COUNTY PROCUREMENT SERVICES DIVISION</b> <b>421 NORTH COUNTY FARM ROAD, ROOM 3-400</b> <b>WHEATON, IL 60187-3978</b>
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FULL NAME OF OFFEROR	
CONTACT PERSON	
TELEPHONE NUMBER	
BEST WAY TO CONTACT	

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

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

## PROJECT INFORMATION

<b>PROJECT NAME:</b>	MASTER CONTRACT AGREEMENT FOR SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING SYSTEMS AND EQUIPMENT AND RELATED SUPPORT SERVICES		
<b>FOR:</b>	The County of DuPage, Illinois (on behalf of themselves, County of San Diego, City of Tucson, City of Long Beach and the Chicago Public School System) is acting as the Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance (National IPA), to create a nationwide Master Agreement for the above Products. The resulting Master Agreement will be available and marketed by National IPA and the selected supplier(s) to participating public agencies nationwide.		
<b>BUYER:</b>	Joan M. Morange, CPPB Procurement Services Supervisor	<b>PHONE:</b>	(630) 407-6180

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Proposal Issued	DuPage County Procurement Services	02/05/2007	
Pre-Proposal Conference	DuPage County Complex J. T. K. Administration Building 421 North County Farm Road Room 1-500B Wheaton, IL 60187	02/21/2007	10:00 a.m.
Deadline for Exceptions to Proposal Language	DuPage County Procurement Services	02/21/2007	3:00 p.m.
Deadline for Written Questions	DuPage County Procurement Services	02/21/2007	3:00 p.m.
Response to Inquiries	DuPage County Procurement Services	02/26/2007	4:30 p.m.
Proposals Due	Procurement Services, Room 3-400	03/02/2007	2:30 p.m.
Evaluation of Proposals	Proposal Evaluation Committee	3/5-9/2007	
Parent Committee Approval	DuPage County Finance Committee	03/27/2007	8:00 a.m.
County Board Approval	County Board Room	03/27/2007	10:00 a.m.
Anticipated Award Date	Procurement Services, Room 3-400	03/28/2007	

√	<b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL PROPOSAL
	TWO (2) HARDCOPIES (PRINTED AND IN APPROPRIATE BINDER).
	ONE (1) ELECTRONIC (CD) COPY
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED
	CERTIFIED TRANSCRIPT OF PAYROLL SAMPLE (IF NOT USING I.D.O.L. FORM) FOR PREVAILING WAGE WORK
	PUBLISHED PRICE LISTS CORRESPONDING WITH DISCOUNTS OFFERED

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## COUNTY OF DU PAGE, ILLINOIS

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### PART I. GENERAL INFORMATION AND INSTRUCTIONS:

- A. INTRODUCTION/OVERVIEW:** This is a competitive solicitation for a Master Agreement by DuPage County, Illinois, on behalf of the National Intergovernmental Purchasing Alliance and other government agencies for Systems Furniture, Free Standing Furniture, Seating, Filing Equipment and Related Products and Support Services. The term of the Master Agreement would be for a three (3) year period with one (1) optional one (1) year renewal period.
- B. POINT OF CONTACT:** Requests for information related to this Proposal should be directed to:

Joan M. Morange, CPPB  
Procurement Services Supervisor  
TX: (630) 407-6180  
email: jmorange@dupageco.org

DuPage County Government website: [www.co.dupage.il.us](http://www.co.dupage.il.us)

- C. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on **Wednesday, February 21, 2007**, at 10:00 a.m., at the DuPage County Complex, Administration Building, 421 North County Farm Road, Room 1-500B, Wheaton, Illinois 60187. All Offerors are urged to attend.

Offerors are requested to submit any questions in writing prior to or at the pre-proposal conference. Questions may be submitted to Joan Morange via email at [jmorange@dupageco.org](mailto:jmorange@dupageco.org).

**D. INSTRUCTIONS TO OFFERORS:**

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

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

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

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

- (2) 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.
- (3) PROPOSAL REQUIREMENTS:** All proposals shall conform to the terms and conditions set forth in this Request For Proposal (the RFP). Please make and retain a copy of your Response for your records. The proposal must be enclosed in a sealed envelope bearing the proposal number and the printed title of the RFP. Offerors must sign, in ink, the proposal form where indicated. **Unsigned proposal will not be considered.**

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

- (4) **EXCEPTIONS:** Exceptions to the Request For Proposal language will be considered up to seven (7) days prior to proposal receipt cut-off. Exceptions must be fully described, on the Offeror's letterhead, signed, and reference the RFP number. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Offeror shall be held liable. No exceptions will be accepted with the proposal. If the Offeror wishes to propose terms and conditions or alternative paperwork he must do so as an exception.
- (5) **EXAMINATION BY OFFEROR:** The Offeror shall, before submitting his proposal, carefully examine the RFP 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.
- (6) **FACSIMILE/E-MAIL TRANSMITTALS:** Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile or e-mail bid specifications to the Offeror.
- (7) **PREPARATION OF PROPOSALS:** If the Offeror 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 Offeror is a partnership, all partners shall execute the Proposal, 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 Offeror 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.

- (8) **DELIVERY OF PROPOSALS:** The Offeror shall be responsible for delivery of Proposals to the Procurement Services Division before the date and hour set for the closing of receipt of proposals. The names of all respondents will be read out loud at that time. Late proposals will not be considered and will be returned unopened.

All proposals must be received in sealed containers 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 proposal number and due date on the outside of the EXPRESS MAIL container.

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

### END OF INSTRUCTIONS TO OFFERORS

#### E. GENERAL CONDITIONS:

- (1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO PROPOSAL:** If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Proposal

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## COUNTY OF DU PAGE, ILLINOIS

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Conference, the revisions will be provided only to those Contractors who will have attended the Pre-Proposal conference.

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

- (2) **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.
- (3) **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.

- (4) **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.
- (5) **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.
- (6) **CONTRACTOR PERFORMANCE:** The Instructions to Offerors, Proposal 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.
- (7) **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 20<sup>th</sup> and 21<sup>st</sup> 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.
- (8) **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.
- (9) **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
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permission.

- (10) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. destination. The total price quoted by the Offeror must be the total cost delivered to the location(s) stated. Offeror must not qualify his Proposal 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.
- (11) **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.
- (12) **HOLDING OF BIDS:** Offeror may withdraw the Proposal at any time prior to the time specified as the closing time for the receipt of bids. However, no Offeror shall withdraw or cancel the Proposal for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the Proposal bond, or if no Proposal bond is required, the withdrawing Offeror shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.
- (13) **INDEMNITY:** The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, members, 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.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage 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.

- (14) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Offeror agrees to comply with all applicable State and Federal laws.
- (15) **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.
- (16) **LOBBYIST REGISTRATION:** Offeror shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.
- (17) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act

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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.

- (18) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Proposal. All Proposals 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.
- (19) **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.
- (20) **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.
- (21) **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.
- (22) **PERFORMANCE AND PAYMENT BONDS:** The awarded Contractor shall, within ten (10) working days of an order under the approved proposal, provide a Performance and Payment Bond a.) in the interest of the County of DuPage in the amount of one hundred percent (100%) of the contract amount to insure a timely and acceptable completion of this agreement and to insure payment for all materials, supplies and equipment charges; and b.) in the interest of the Illinois Department of Labor in the amount of 100% of that portion of the contract attributable to wages, to insure compliance with the Illinois Prevailing Wage Act (820 ILCS 130/). The bond required under a.) and b.) may be combined in one form provided there is no reduction in coverage. No work shall be started until receipt of a performance and payment bond.
- (23) **PREVAILING WAGE:** Not less than the prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract within DuPage County. State Statutes regarding Prevailing Wage and the current wage rates are available online at <http://www.state.il.us/agency/idol/rates/rates>. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at [http://www.dupageco.org/purchasing/generic.cfm?doc\\_id=2414](http://www.dupageco.org/purchasing/generic.cfm?doc_id=2414) or you

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may use your own format containing the same information with pre-approval by the Purchasing Manager (submit sample with Proposal).

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

- (24) **PROTEST:** Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the Proposal 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 RFP 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.

- (25) **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 Proposal is not the most responsible Proposal, 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 Offeror, 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 Offeror's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal 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 RFP.

Submission of a Proposal 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.

- (26) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-05. A copy of the exemption letter is available upon written request.

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

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

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**(28) 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.

**END OF GENERAL CONDITIONS**

**Part II. SPECIAL CONDITIONS**

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

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
<b>1. Workers Compensation</b>	Statutory
<b>2. Employers Liability</b>	
A. Each Accident	500,000.00
B. Each Employee-disease	500,000.00
C. Policy Aggregate-disease	500,000.00
<b>3. Commercial General Liability</b>	
A. Per Occurrence	1,000,000.00
B. General Aggregate	
1. General Aggregate- Per project	1,000,000.00
2. General Aggregate - Products/Completed Operations	1,000,000.00
<b>4. Personal and Advertising Injury</b>	1,000,000.00
Each Occurrence	1,000,000.00
<b>5. Fire and Legal Liability (any one fire)</b>	50,000.00
<b>6. Medical Expense (any one person)</b>	10,000.00
<b>7. Umbrella Excess Liability (over primary)</b>	2,000,000.00
Retention for Self-Insured Hazards (each occurrence)	2,000,000.00
<b>8. Business Auto Liability</b>	1,000,000.00

**NOTE:**

- It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
- It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

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The County of DuPage shall be named as co-insured on all certificates of insurance. Insurance certificates shall also reference project name and Proposal Number. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division  
Glenda Vasak  
421 North County Farm Road, Room 3-400  
Wheaton, IL 60187-3978

TX: (630) 407-6190  
FX: (630) 407-6201  
Email: glenda.vasak@dupageco.org

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

- (1) **CHANGES IN INSURANCE COVERAGE:** The Contractor shall notify the County of changes in insurance coverage in writing within 30 days.
  - (2) **INSURANCE RATING:** All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.
  - (3) **SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract.
  - (4) **NOTICE OF LAWSUIT:** Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.
  - (5) **CHOICE OF LEGAL COUNSEL:** The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney.
  - (6) **RIGHTS RETAINED:** Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.
- B. WORKING WITHIN SECURED AREAS:** A portion of the work may be performed within secured areas of DuPage County. DuPage County's requirements for work in these areas are as follows:
- (1) **Security:** Service Company shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at the jobsite, to \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_, for advance security reasons.  
  
Service Company will be required to perform all work in keeping with County security procedures while on the grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that dress codes and overall policies are followed.
  - (2) **Notice Warning:** Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.
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- (3) **Contraband:** Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

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

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

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

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

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

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

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

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

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

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

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## COUNTY OF DU PAGE, ILLINOIS

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### PART III. SPECIFICATIONS

- A. SCOPE:** The County of DuPage, Illinois (on behalf of themselves, County of San Diego, City of Tucson and the Chicago Public School system ) is soliciting Proposals from qualified companies to enter into a Master Agreement for Systems Furniture, Freestanding Furniture, Seating, Filing Systems/Equipment and Related Support Services (herein "Products"). Furthermore, the County of DuPage, IL is acting as the Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance (National IPA), to create a nationwide Master Agreement for the above Products. The resulting Master Agreement will be available and marketed by National IPA and the selected supplier(s) to participating public agencies nationwide.

The dollar volume of "Products" purchased under the Master Agreement is estimated to be \$100 million annually. While no minimum volume is guaranteed, the projected annual volume is based on the current volumes from the Principal Procurement Agency, projected volumes from other governmental agencies which have indicated their intent to utilize the resulting Master Agreement, and potential volume growth through a coordinated marketing approach between Supplier(s) and National IPA.

The selected supplier(s) will be subject to the documents found within Exhibits A-D - "NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS", as part of contract with the County of DuPage.

The selected supplier(s) will be awarded a contract for up to four (4) years to provide Products, related delivery services and related activities to satisfactorily support the County of DuPage and other Participating Public Agencies. The use of this Master Agreement by other political sub-divisions is optional.

**(1) General Definition /of Products:**

- a. **Systems Furniture** - The complete catalog of all systems furniture, and accessories available;
- b. **Freestanding Furniture** -The complete catalog of all case goods, furniture and accessories available;
- c. **Hospitality**-The complete catalog of Hospitality furniture to include dormitory and lounge area furniture.
- d. **Seating** - The complete catalog of chairs and other seating available;
- e. **Filing Systems and Equipment** - The complete catalog of filing systems, freestanding file cabinets and equipment and accessories;

**(2) Objectives:** This RFP is has the intent of achieving the following objectives:

- a. Provide a comprehensive pre-competed Master Agreement to enable marketing and use by Public Agencies nationally;
- b. Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Public Agencies nationally;
- c. Aggregate volume of agencies nationally to achieve best value and increase market share for awarded supplier(s);

- (3) Term of Contract:** The awarded contract will be for the three (3) year period beginning April 1, 2007 through March 31, 2010, with one (1) optional one-year renewal period provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed four (4) years.**

- (4) Award Basis:** The resulting award made by Principal Procurement Agency will be the basis of an award on a national level through National IPA. If multiple Supplier(s) are awarded by Principal Procurement Agency under the Master Agreement, those

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## COUNTY OF DU PAGE, ILLINOIS

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same supplier(s) will be required to extend the Master Agreement to Participating Agencies through National IPA. Utilization of the Master Agreement by Participating Agencies will be at the discretion of the individual Participating Agency.

- (5) **Marketing and Administrative Support:** National IPA will provide marketing and administrative support for the awarded Supplier(s), directly promoting the Supplier' (s) awarded products and services to Participating Agencies nationally through multiple channels.

Supplier(s) are required to pay an administrative fee based on a minimum of 1% of actual sales under the Master Agreement. The administrative fee offsets the costs of governance, marketing and administration by National IPA. Successful Supplier(s) will be required to execute the National IPA Administrative Agreement (refer to Exhibit B).

- B. SUPPLIER QUALIFICATIONS:** Supplier(s) must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting master agreement to Participating Agencies through National IPA:

**(1) Company:**

- a. Brief history and description of your company.
- b. Total number and location of sales persons employed by your company.
- c. Number and location of support centers (if applicable);
- d. Annual sales for 2003, 2004, and 2005
- e. Submit your FEIN and Dunn & Bradstreet report.

**(2) Distribution, Logistics:**

- a. Describe how your company proposes to distribute the products/service nationwide.
- b. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- c. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable;
- d. State any return and restocking policy, and any fees, if applicable associated with returns.

**(3) Marketing:**

- a. Outline your company's plan for marketing the products/services to Participating Agencies nationwide.
- b. Explain how your company will educate its national sales force about the Master Agreement.
- c. Provide a detailed ninety-day plan from date of award describing your company's plan to implement the Master Agreement within your company as the primary go to market strategy for your company within government agencies, including institutions of higher education.
- d. Describe how a Master Agreement will be marketed to existing government agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.
- e. Please provide contact information for the person(s), who will be responsible for:
  - Marketing

- Sales
- Sales Support
- Financial Reporting

**(4) Reporting Capabilities**

- a. Supplier(s) must have the capability to provide sales volume reports by both product units and dollars, identified by Participant. These reports will be required monthly and sent to:

Joan M. Morange, CPPB  
DuPage County Procurement Services  
421 North County Farm Road  
Room 3-400  
Wheaton, IL 60187-3978  
email: [jmorange@dupageco.org](mailto:jmorange@dupageco.org)

Peter Foley  
General Manager  
National Intergovernmental Purchasing Alliance  
301 South Twin Oaks Valley Road  
Suite 107-350  
San Marcos, CA 92708  
Email: [peter.foley@nationalipa.org](mailto:peter.foley@nationalipa.org)

- b. If awarded, supplier(s) must be able to supply all contract item information in a Microsoft Excel® document. Please discuss any concerns or comments regarding item information requirements. (Exhibit D)

**(5) Order Processing:**

- a. Please provide details of your company's order acceptance/management capabilities:
- b. Describe your company's ability to accept purchase orders via facsimile, electronic and internet ordering, hardcopy printed orders.
- c. Is there an electronic payment process available, and if so is there an additional discount for the utilization of electronic ordering and electronic payment? If so please state additional discount.
- d. How does your company handle backorders (e.g., notification with expected delivery, recommended substitutes, automatic substitutes, etc.)? Please describe how backorders affect purchase orders and invoices (i.e., original PO line has to be cancelled, etc.).

**(6) Supplier Terms & Conditions of Sale:**

- a. Please provide details of your companies delivery capabilities, expected payment terms (including prompt payment discounts).
- b. Please provide details of your invoicing processes (i.e., direct or through distributors, how your company handles invoice discrepancies, including incorrect pricing, incorrect quantities and short shipments.
- c. Please provide a copy of your company's standard terms and conditions of sale for the products / services covered by this solicitation.

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## COUNTY OF DU PAGE, ILLINOIS

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- d. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participant.

- C. PRICING:** The Master Agreement resulting from this solicitation will be a discount from the Manufacturer's List Price. Manufacturer's Price List must be submitted with response. The discount will remain firm and will include all charges that may be incurred in fulfilling requirements for the entire term of this agreement.

Prices/discount shall be FOB destination and shall include all charges that may be occurring in fulfilling the terms of this agreement. Prices shall remain firm for a twelve (12) month period. Decreases in price shall be effective immediately.

The supplier(s) is responsible for providing the County or any Participating Public Agency with current price lists for the duration of this agreement. All prices will be discounted from the most current list on file with County of DuPage. Copies of all pertinent pricing lists **must** be included in the proposal. Failure to do so may be cause for disqualification.

For Freestanding Furniture/Furnishings discounts from the Manufacturers price list will be quoted on the basis of:

- Installed
- Door Delivery

- D. WARRANTIES:** All products must have a minimum of one (1) year warranty period from date of delivery or installation date, if installed, to include parts, labor and all return delivery cost.

- E. DELIVERIES:** Deliveries will be made to DuPage County and other Participating Public Agency locations typically between the hours of 8:30 am and 4:00pm on regular business days unless other arrangements are made. Delivery locations will be stated on each purchase order issued. All items will be assembled by the supplier(s) either prior to delivery or on site dependent upon requirements. The supplier(s) will authorize immediate replacement of any product that has been damaged in transit.

Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.

**F. SUBMISSION REQUIREMENTS:**

- (1) One ORIGINAL, two (2) hardcopies (printed and in appropriate binder) and one electronic (CD) copy.
- (2) The RFP forms must be completed legibly and in their entirety; and all required supplemental forms including National IPA Exhibits A-D. Response must be signed.
- (3) Information must be furnished and presented in an organized, comprehensive and easy to follow manner. Suppliers are cautioned that organization of their response, as well as thoroughness is critical to the evaluation process.
- (4) It is the Supplier's responsibility to clearly identify and to describe the products and/or services being offered.
- (5) Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.

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## COUNTY OF DU PAGE, ILLINOIS

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**G. EVALUATION PROCESS/METHODOLOGIES:** Award will be determined by applying the supplier'(s) discount against the prices listed on their Manufacturers List Price (to be provided with response). Suppliers must clearly indicate the item and column on which each discount is applied for that item. County of DuPage must be able to readily verify price by applying the discount to the supplier'(s) Manufacturer's List Price. Other criteria such as Supplier Qualifications, as detailed in section B, will also be weighed when evaluating proposals.

**(1) EVALUATION OF PROPOSALS:** Please be aware that your company's responses to this solicitation will be evaluated at the sole discretion of County of DuPage and that no express nor implied guarantee is made that your company will be asked to participate beyond this solicitation. Responses will be analyzed as quickly as possible. The County of DuPage reserves the right to refuse any and all responses. To ensure equal treatment of all participating vendors, The County of DuPage Purchasing Manager shall be sole designated representative for this solicitation. Vendors are expected to utilize this representative for **ALL** information regarding this solicitation. Vendors who contact any other team member regarding the subject of this solicitation are subject to disqualification from participation.

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**COUNTY OF DU PAGE, ILLINOIS**

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**H. 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.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

**COUNTY OF DU PAGE, ILLINOIS**

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**Part IV. PRICING:** In recognition of the significant purchasing volume, the price quote should represent the "Lowest and best" pricing available to governmental entities. Pricing will be firm for the term of the initial term of the agreement. Please provide any comments in addition to your company's price quote. There is an expectation, that since the end users of the resulting master agreement are public entities with access to state and/or GSA contracts, that pricing offered **will be better than or equal to state contract pricing or GSA pricing.** Please provide electronically all requested information (catalogs may be submitted as web links) in the Pricing Exhibit to this solicitation. **Please submit a separate pricing sheet for each manufacturer and/or line proposed.**

**(1) SYSTEMS FURNITURE:** Submit current catalog including list prices. The contract prices for goods under this contract will be based on a discount from manufacturer's current list price including all freight charges. Furniture Cost will be the price derived by multiplying the list price by a standard discount.

**Manufacturer:** \_\_\_\_\_

**Percentage Discount from Manufacturer's Price List**

0 - \$249,999	%
\$250,000 - \$1,000,000	%
\$1,000,000 +	%
Quick ship	%

**Standard Delivery Time after receipt of order (ARO) by manufacturer or manufacturer's representative.**

In Stock Items		days ARO
Non-Stock Items		days ARO

**Other Support Service Costs:**

Installation and setup cost expressed as an hourly charge based on a two man crew	\$	/hour
Special Design Services such CAD, or extensive layout design services. Design services performed by vendor in order to provide basic cost quotations are considered to be at NO CHARGE and are not to be included in calculation	\$	/hour
Charge for reconfiguring manufacturer's furniture purchased and installed	\$	/hour

Rebate for more than \_\_\_\_\_ million in annual purchases: \_\_\_\_\_%

**NOTE: Installation Cost:** Installation Services include product delivery coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to final design drawings, removal of packing materials, and cleaning of product. Participants will negotiate installation on a project-by-project basis, requesting an installation price quotation for each project regardless of dollar value of project.

**COUNTY OF DU PAGE, ILLINOIS**

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(2) **FREESTANDING FURNITURE:** Submit current catalog including list prices. The contract prices for goods under this contract will be based on a discount from manufacturer's current list price including all freight charges. Furniture Cost will be the price derived by multiplying the list price by a standard discount.

Please submit a separate pricing sheet for each manufacturer and/or line proposed.

Manufacturer: \_\_\_\_\_

**Percentage Discount from Manufacturer's Price List**

0 - \$249,999	%
\$250,000 - \$1,000,000	%
\$1,000,000 +	%
Quick ship	%

**Standard Delivery Time after receipt of order (ARO) by manufacturer or manufacturer's representative.**

In Stock Items		days ARO
Non-Stock Items		days ARO

**Other Support Service Costs:**

Installation and setup cost expressed as an hourly charge based on a two man crew	\$	/hour
Special Design Services such CAD, or extensive layout design services. Design services performed by vendor in order to provide basic cost quotations are considered to be at NO CHARGE and are not to be included in calculation	\$	/hour
Charge for reconfiguring manufacturer's furniture purchased and installed	\$	/hour

Rebate for more than \_\_\_\_\_ million in annual purchases: \_\_\_\_\_%

**NOTE: Installation Cost:** Installation Services include product delivery coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to final design drawings, removal of packing materials, and cleaning of product. Participants will negotiate installation on a project-by-project basis, requesting an installation price quotation for each project regardless of dollar value of project.

**COUNTY OF DU PAGE, ILLINOIS**

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- (3) HOSPITALITY (DORM and LOUNGE areas): Submit current catalog including list prices. The contract prices for goods under this contract will be based on a discount from manufacturer's current list price including all freight charges. Furniture Cost will be the price derived by multiplying the list price by a standard discount. **Please submit a separate pricing sheet for each manufacturer and/or line proposed.**

Manufacturer: \_\_\_\_\_

**Percentage Discount from Manufacturer's Price List**

0 - \$249,999	%
\$250,000 - \$1,000,000	%
\$1,000,000 +	%
Quick ship	%

**Standard Delivery Time after receipt of order (ARO) by manufacturer or manufacturer's representative.**

In Stock Items		days ARO
Non-Stock Items		days ARO

**Other Support Service Costs:**

Installation and setup cost expressed as an hourly charge based on a two man crew	\$	/hour
Special Design Services such CAD, or extensive layout design services. Design services performed by vendor in order to provide basic cost quotations are considered to be at NO CHARGE and are not to be included in calculation	\$	/hour
Charge for reconfiguring manufacturer's furniture purchased and installed	\$	/hour

Rebate for more than \_\_\_\_\_ million in annual purchases: \_\_\_\_\_%

**NOTE: Installation Cost:** Installation Services include product delivery coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to final design drawings, removal of packing materials, and cleaning of product. Participants will negotiate installation on a project-by-project basis, requesting an installation price quotation for each project regardless of dollar value of project.

**COUNTY OF DU PAGE, ILLINOIS**

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- (4) **SEATING:** Submit current catalog including list prices. The contract prices for goods under this contract will be based on a discount from manufacturer's current list price including all freight charges. Furniture Cost will be the price derived by multiplying the list price by a standard discount.

Please submit a separate pricing sheet for each manufacturer and/or line proposed.

Manufacturer: \_\_\_\_\_

**Percentage Discount from Manufacturer's Price List**

0 - \$249,999	%
\$250,000 - \$1,000,000	%
\$1,000,000 +	%
Quick ship	%

**Standard Delivery Time after receipt of order (ARO) by manufacturer or manufacturer's representative.**

In Stock Items		days ARO
Non-Stock Items		days ARO

**Other Support Service Costs:**

Installation and setup cost expressed as an hourly charge based on a two man crew	\$	/hour
Special Design Services such CAD, or extensive layout design services. Design services performed by vendor in order to provide basic cost quotations are considered to be at NO CHARGE and are not to be included in calculation	\$	/hour
Charge for reconfiguring manufacturer's furniture purchased and installed	\$	/hour

Rebate for more than \_\_\_\_\_ million in annual purchases: \_\_\_\_\_%

**NOTE: Installation Cost:** Installation Services include product delivery coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to final design drawings, removal of packing materials, and cleaning of product. Participants will negotiate installation on a project-by-project basis, requesting an installation price quotation for each project regardless of dollar value of project.

**COUNTY OF DU PAGE, ILLINOIS**

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- (5) **FILING:** Submit current catalog including list prices. The contract prices for goods under this contract will be based on a discount from manufacturer's current list price including all freight charges. Furniture Cost will be the price derived by multiplying the list price by a standard discount.

**Manufacturer:** \_\_\_\_\_

**Percentage Discount from Manufacturer's Price List**

0 - \$249,999	%
\$250,000 - \$1,000,000	%
\$1,000,000 +	%
Quick ship	%

**Standard Delivery Time after receipt of order (ARO) by manufacturer or manufacturer's representative.**

In Stock Items		days ARO
Non-Stock Items		days ARO

**Other Support Service Costs:**

Installation and setup cost expressed as an hourly charge based on a two man crew	\$	/hour
Special Design Services such CAD, or extensive layout design services. Design services performed by vendor in order to provide basic cost quotations are considered to be at NO CHARGE and are not to be included in calculation	\$	/hour
Charge for reconfiguring manufacturer's furniture purchased and installed	\$	/hour

Rebate for more than \_\_\_\_\_ million in annual purchases: \_\_\_\_\_%

**NOTE: Installation Cost:** Installation Services include product delivery coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to final design drawings, removal of packing materials, and cleaning of product. Participants will negotiate installation on a project-by-project basis, requesting an installation price quotation for each project regardless of dollar value of project.

**COUNTY OF DU PAGE, ILLINOIS**

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**(6) SIGNAGE SYSTEMS:** Submit current catalog including list prices. The contract prices for goods under this contract will be based on a discount from manufacturer's current list price including all freight charges. Furniture Cost will be the price derived by multiplying the list price by a standard discount.

**Manufacturer:** \_\_\_\_\_

**Percentage Discount from Manufacturer's Price List**

0 - \$249,999	%
\$250,000 - \$1,000,000	%
\$1,000,000 +	%
Quick ship	%

**Standard Delivery Time after receipt of order (ARO) by manufacturer or manufacturer's representative.**

In Stock Items		days ARO
Non-Stock Items		days ARO

**Other Support Service Costs:**

Installation and setup cost expressed as an hourly charge based on a two man crew	\$	/hour
Special Design Services such CAD, or extensive layout design services. Design services performed by vendor in order to provide basic cost quotations are considered to be at NO CHARGE and are not to be included in calculation.	\$	/hour

Rebate for more than \$ \_\_\_\_\_ in annual purchases: \_\_\_\_\_%

**NOTE: Installation Cost:** Installation Services include product delivery coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to final design drawings, removal of packing materials, and cleaning of product. Participants will negotiate installation on a project-by-project basis, requesting an installation price quotation for each project regardless of dollar value of project.

**COUNTY OF DU PAGE, ILLINOIS**

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**Part V. SIGNATURE / AFFIDAVIT PAGE:**

**PROCUREMENT SERVICES DIVISION  
RFP #P07-01  
SYSTEMS FURNITURE, FREE STANDING FURNITURE, SEATING, FILING EQUIPMENT,  
RELATED PRODUCTS AND SUPPORT SERVICES**

(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

an Officer of the Corporation

a Member of the Partnership

a Member of the Joint Venture

herein after called the Offeror 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 proposal 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 proposal 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 Offeror 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 Offeror and is true and accurate.

**COUNTY OF DU PAGE, ILLINOIS**

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Further, the undersigned certifies that the Offeror 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 proposal and has checked the same in detail before submitting this proposal, 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. *(Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the Offeror 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 Offeror, 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 agreement schedule.

**X** \_\_\_\_\_  
(Authorized Signature and Title)

**CORPORATE SEAL**  
(If available)

## COUNTY OF DU PAGE, ILLINOIS

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### Part VI. EXHIBITS

- A. National Intergovernmental Purchasing Alliance Exhibit to Master Agreement
- B. National Intergovernmental Purchasing Alliance Administration Agreement
- C. National Intergovernmental Purchasing Alliance Supplier Process
- D. National Intergovernmental Purchasing Alliance Contract Sales Report
- E. DuPage County Sheriff's Background Investigation form (for work within Secured Areas)
- F. Current Prevailing Wage Rates for DuPage County, Illinois
- G. Sample DuPage County Contract Agreement
- H. Proposal container label

## **National IPA Exhibit to Master Agreement**

### **1.0 SCOPE**

#### **1.1 Requirement**

The County of DuPage, IL (Principal Procurement Agency), on behalf of itself and the National Intergovernmental Purchasing Alliance (National IPA), is requesting proposals for Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services (herein "Products"). The awarded supplier will then enter into a master agreement for Products with County of DuPage, IL, which will be available and marketed by National IPA to Participating Public Agencies nationwide. This Request for Proposal is subject to Principal Procurement Agency's General Terms and Conditions, Instructions to Bidders, Special Provisions and Pricing Schedules included in Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services Solicitation #P07-01. All respondents will be strictly held to these statutes and rules and they are considered incorporated herein solely as if attached hereto.

The Principal Procurement Agency is acting as a contracting agency for any other governmental agency that elects to utilize the resulting master agreement through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Supplier and each governmental agency (Principal Procurement Agency and Participating Agencies) individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participation Agency.

This Exhibit A defines the expectations for qualifying companies based on National IPA's requirements to market the resulting master agreement nationally to Participating Agencies. These requirements are incorporated into and are considered an integral part of the Administrative for Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Agencies through National IPA.

#### **1.2 General Definitions of Products**

The categories of Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services have been defined by the County of DuPage, IL, and the pricing established in the resulting master agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Agencies through National IPA.

### **1.3 Objectives**

This Exhibit A to the County of DuPage solicitation for Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services is intended to achieve the following objectives;

- A. Provide a comprehensive competitively solicited national agreement offering Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services to the National IPA membership;
- B. Establish the master agreement as the Supplier's primary offering to state and local government agencies nationwide;
- C. Achieve cost savings for Suppliers and government agencies through a single bid process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate volumes of government agencies to achieve cost effective pricing.

### **1.4 Estimated Volume**

The dollar volume of Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services purchased under the master agreement is estimated to be \$100 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other government agencies that intend to utilize the resulting master agreement to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between Supplier and National IPA.

### **1.5 Award Basis**

The basis of any resulting award made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Agencies through National IPA. Utilization of the Master Agreement by Participating Agencies will be at the discretion of the individual Participating Agency.

### **1.6 Marketing and Administrative Support**

National IPA provides marketing and administrative support for Supplier that directly promotes the Supplier's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

Suppliers are required to pay an administrative fee based on a minimum of 1% of actual sales under the Master Agreement. The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA. Successful Supplier(s) will be required to execute the National IPA Administrative Agreement (refer to Exhibit B).

**1.7 Supplier Commitment**

Qualifying Suppliers for the County of DuPage, IL Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services solicitation, and the resulting opportunity to establish a master agreement that would be available to other Participating Agencies, must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the master agreement for all government agencies as well as the Supplier.

**1.8 Corporate Commitment**

Supplier commits that (1) the master agreement has received all necessary corporate authorization of the supplier, (2) the master agreement is the primary “go to market” strategy within the public sector, and (3) the master agreement will be promoted to all government agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement.

**1.9 Pricing Commitment**

Supplier commits that the master agreement pricing is the lowest available (net to buyer) to government agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional or local contract, that the supplier will match such lower pricing under the master agreement.

**1.10 Sales Commitment**

Supplier commits to aggressively market the master agreement and National IPA nationwide and that its sales force will be trained, engaged and committed to offering the master agreement through National IPA nationwide. Further, Supplier commits that all master agreement sales will be accurately and timely reported to National IPA.

**2.0 SUPPLIER QUALIFICATIONS**

In addition to the Supplier commitments above, Suppliers must supply the following information in order for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting master agreement to Participating Agencies through National IPA. Companies will not be eligible for award of the master agreement with County of DuPage, IL for Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services, if the qualifications are not met to the satisfaction of the Principal Procurement Agency.

## **2.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable);
- D. Annual sales for 2003, 2004, and 2005
- E. Submit your FEIN and Dunn & Bradstreet report.

## **2.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable;
- D. State any return and restocking policy, and any fees, if applicable associated with returns.

## **2.3 Marketing**

- A. Outline your company's plan for marketing the products/services to Participating Agencies nationwide.
- B. Explain how your company will educate its national sales force about the master agreement.
- C. Provide a detailed ninety-day plan describing your company's plan to implement the master agreement within your company as the primary go to market strategy for your company within government agencies
- D. Describe how a master agreement will be marketed to any existing government agency customers, and how your company will transition any such accounts to the master agreement available nationally through National IPA.
- E. Please provide contact information for the person(s), who will be responsible for:
  - o Marketing
  - o Sales
  - o Sales Support
  - o Financial Reporting

## **2.4 Sales**

- A. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
- B. State the amount of your company's state and local government sales for 2005. Provide a list of your top 10 public agency customers, the total 2005 purchase for each along with a key contact for each.

C. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the National IPA contract for the initial three years of the agreement.

\$\_\_\_\_\_.00 will be transitioned in year one.

\$\_\_\_\_\_.00 will be transitioned in year two.

\$\_\_\_\_\_.00 will be transitioned in year three



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the National Intergovernmental Purchasing Alliance (“National IPA”), DuPage County Procurement Services Division (herein “Principal Procurement Agency”) and \_\_\_\_\_ (herein “Supplier”).

**RECITALS**

WHEREAS, the \_\_\_\_\_ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated \_\_\_\_\_, Agreement No. \_\_\_\_\_ and by and between the Principal Procurement Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of \_\_\_\_\_ (herein “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies (herein “Participating Public Agencies”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the administrative agent for Principal Procurement Agency and other lead public agencies with regard to other Master Agreements offered through the National IPA;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement;

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit \_\_\_ and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and

indemnifications shall accrue and apply with equal effect to National IPA under this Agreement including, but not limited to, the Supplier's obligation to provide the appropriate indemnification and insurance as set forth by the Principal Procurement Agency.

4. National IPA shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that National IPA shall act in the capacity of administrator of purchases under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

#### **TERM OF AGREEMENT**

6. Unless terminated as provided in paragraphs 7 or 12 below, this Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to National IPA shall survive the term of this Agreement

#### **NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to any other public agencies and such agencies' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Process attached hereto and incorporated herein as Exhibit \_\_\_\_\_. Supplier's failure to maintain the Supplier Commitments and Process shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. Termination under this paragraph shall not waive or impair the rights of National IPA or Principal Procurement Agency to any remedies otherwise available.

8. Principal Procurement Agency shall execute a completed Principal Procurement Agency Certificate to a Master Intergovernmental Cooperative Purchasing Agreement. An example of the Principal Procurement Agency Certificate is attached hereto as Exhibit \_\_\_\_ and an example of the Master Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit \_\_\_\_\_. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org). No

purchases shall be made hereunder until the applicable public agency has registered electronically with National IPA.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such agencies to evaluate potential purchases. Supplier authorizes National IPA's use of Supplier's name, trademarks and materials in promoting the use of the Master Agreement.

### **QUARTERLY FEES & REPORTING**

10. Supplier shall pay National IPA a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$10 million in annual sales; 1.5% of the total purchase price for the next \$10 million in annual sales; 2% of the total purchase price for the next \$80 million in annual sales; and 2.5% of the total purchase price for annual sales of \$100 million and beyond, for all purchases under the Master Agreement and provide National IPA with an electronic accounting report, in a format prescribed by National IPA, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit \_\_\_\_\_. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Principal Procurement Agency or National IPA. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above.

12. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid. Termination under this paragraph shall not waive or impair the rights of National IPA or Principal Procurement Agency to any remedies otherwise available.

13. National IPA or its designee may, at National IPA's sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit.

**GENERAL PROVISIONS**

14. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement, other than the Furniture System Payment Agreement between National IPA and Principal Procurement Agency, which is not contained herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National IPA

\_\_\_\_\_  
\_\_\_\_\_

Attn: CFO

B. Principal Procurement Agency  
County of DuPage, Illinois  
Procurement Services Division  
421 N. County Farm Road  
Wheaton, IL 60187  
Attn: Joan Morange

C. Supplier

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

20. This Agreement shall be governed by and interpreted according to the laws of the State of Illinois, and venue of any action by or against the Principal Procurement Agency shall be solely in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois.

21. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



## SUPPLIER PROCESS

The following is intended to assist the supplier in successfully implementing the Master Agreement:

**National IPA Administration Agreement** - The supplier is required to execute the National IPA Administration Agreement (“Agreement”) prior to the award of the Master Agreement.

**National Account Management Team** - The supplier shall provide a National Account manager with the authority and responsibility for the overall success of the Master Agreement contract within the supplier’s organization.

**State and Local Agency Access** - Establish the following communication links to facilitate customer access and communication:

- A dedicated National IPA internet web-based homepage with:
  - National IPA standard logo;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between lead public agency and supplier;
  - Summary of products and pricing;
  - Electronic link to National IPA’s online registration page;
- A dedicated toll free number for National IPA

**Electronic Registration** - The supplier is responsible for ensuring that each Participating Public Agency has completed National IPA’s online registration process prior to processing the Participating Public Agency’s first sales order.

**Sales Report** - The supplier is responsible for reporting all Participating Public Agency sales within 30 days of the end of each calendar quarter in the provided format attached as exhibit \_\_\_\_ to the National IPA Administration Agreement

**Administrative Fees** - The supplier is responsible for paying to National IPA an administrative fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in Section 10 of the Administration Agreement.

**National IPA Awareness** - National IPA is responsible for marketing the overall National IPA concept and program to Participating Public Agencies. National IPA marketing is intended to supplement and enhance the direct sales effort of the supplier. National IPA employs a national account management team, a web based registration and lead referral system, direct mail, the Internet and newsletters and other publications to increase National IPA awareness.

**Supplier Sales** - Supplier is responsible for proactive direct sales of supplier’s goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the supplier’s sales initiatives should communicate:

- Contract was competitively solicited by a Principal Procurement Agency;
- Best government pricing

- No cost to participate
- Non-exclusive contracts

**Sales Force Training** - Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:

- Key features of National IPA contract
- Working knowledge of the Solicitation Process
- Awareness of the range of public agencies that can access National IPA

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_





**JOHN E. ZARUBA**  
**SHERIFF**

501 N. County Farm Road  
Wheaton, Illinois 60187  
(630) 407-2000  
FAX (630) 407-2013  
www.co.dupage.il.us/sheriff



Civil Division	(630) 407-2060
Corrections	(630) 407-2255
Crime Laboratory	(630) 407-2100
Detective Division	(630) 407-2323
Radio Room	(630) 407-2400
Records Division	(630) 407-2270
Warrants Division	(630) 407-2290

**OFFICE OF THE SHERIFF**  
COUNTY OF DUPAGE

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

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

List ALL names you have ever used:

Name: \_\_\_\_\_  
(PRINT) LAST, FIRST MIDDLE

Name: \_\_\_\_\_  
(PRINT) LAST, FIRST MIDDLE

Name: \_\_\_\_\_  
(PRINT) LAST, FIRST MIDDLE

Address: \_\_\_\_\_ Apt.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Soc. Sec. # \_\_\_\_-\_\_\_\_-\_\_\_\_

Drivers License Number: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_

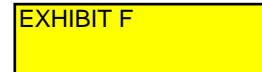
Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_





# Du Page County Prevailing Wage for February 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	6.940	0.000	0.300
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON		ALL		33.650	35.650	2.0	1.5	2.0	6.550	10.45	0.000	0.180
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMMUNICATION TECH		BLD		29.200	31.300	1.5	1.5	2.0	7.000	9.790	0.000	0.440
ELECTRIC PWR EQMT OP		ALL		27.920	35.880	1.5	1.5	2.0	4.750	7.820	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		21.640	35.880	1.5	1.5	2.0	4.750	6.060	0.000	0.160
ELECTRIC PWR LINEMAN		ALL		33.220	35.880	1.5	1.5	2.0	4.750	9.310	0.000	0.250
ELECTRIC PWR TRK DRV		ALL		22.340	35.880	1.5	1.5	2.0	4.750	6.260	0.000	0.170
ELECTRICIAN		BLD		32.750	36.030	1.5	1.5	2.0	8.300	12.15	3.600	0.490
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR	NE	ALL		27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
FENCE ERECTOR	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER	E	ALL		38.250	40.250	2.0	2.0	2.0	9.470	11.27	0.000	0.300
IRON WORKER	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
LABORER		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.490
MATERIAL TESTER 1		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER E	E	ALL		35.600	37.600	2.0	2.0	2.0	7.500	10.84	0.000	0.750
ORNAMNTL IRON WORKER W	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
PAINTER		ALL		34.380	35.380	1.5	1.5	1.5	5.650	5.750	0.000	0.350
PAINTER SIGNS		BLD		28.260	31.730	1.5	1.5	1.5	2.600	2.260	0.000	0.000
PILEDRIIVER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER		BLD		36.010	38.010	1.5	1.5	2.0	8.450	8.690	0.000	0.950
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		36.010	38.010	1.5	1.5	2.0	8.450	8.690	0.000	0.950
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		36.510	38.510	1.5	1.5	2.0	6.890	8.020	0.000	0.640
SPRINKLER FITTER		BLD		37.500	39.500	1.5	1.5	2.0	8.000	5.850	3.600	0.500
STEEL ERECTOR	E	ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STEEL ERECTOR	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER		ALL	1	29.700	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TRUCK DRIVER		ALL	2	29.850	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TRUCK DRIVER		ALL	3	30.050	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TRUCK DRIVER		ALL	4	30.250	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000



voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man

operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick

Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines

(2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**COUNTY OF DuPAGE, ILLINOIS**

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*SAMPLE*

**CONTRACT AGREEMENT**

CONTRACT # \_\_\_\_\_ BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DU PAGE

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois 60187-3978 (hereinafter referred to as the COUNTY), and \_\_\_\_\_, doing business at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires a Master Contract Agreement for Systems Furniture, Freestanding Furniture, Seating, Filing Systems and Equipment and Related Support Services provided for its various departments, per Proposal # P07-01; and

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

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

1.0 **CONTRACT DOCUMENTS**

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

Request For Proposal including:

1.1.a General Information and Instructions

1.1.b Special Conditions

1.1.c Specifications

1.1.d Pricing

1.1.e Signature / Affidavit

1.1.f Exhibits

1.1.g Addenda, interpretations and approved exceptions

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the terms of the awarded proposal will control unless otherwise noted in this contract.

2.0 **DURATION OF THIS CONTRACT**

2.1 The term of this Contract shall be a three (3) year period beginning on April 1, 2007 and continuing through March 31, 2010.

2.2 The Contract term is subject to one (1) one-year renewal according to the Contract Specifications.

**COUNTY OF DuPAGE, ILLINOIS**

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2.3 In no event shall the term plus renewals exceed four (4) years.

3.0 BID PRICES

3.1 The Contractor shall provide the required equipment and services for the prices quoted in the awarded proposal.

4.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

4.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

5.0 SEVERABILITY CLAUSE

5.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

6.0 GOVERNING LAW

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

7.0 ENTIRE AGREEMENT

7.1 This Contract contains the entire agreement between the parties.

7.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

**COUNTY OF DU PAGE**

**CONTRACTOR**

By: \_\_\_\_\_

TYRONE J. TIPITINO

FINANCIAL SERVICES ADMINISTRATOR

By: \_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

**CAUTION!!!!**  
**LATE PROPOSALS**  
**CANNOT BE ACCEPTED!**

**SEALED PROPOSAL**

REQUEST FOR PROPOSAL # P07-01

PROPOSAL DUE DATE: 03/02/07

FINAL RECEIPT TIME: 2:30 P.M.

DESCRIPTION: SYSTEMS FURNITURE,  
FREESTANDING FURNITURE, SEATING, FILING  
SYSTEMS & EQUIPMENT AND RELATED  
SUPPORT SERVICES

DATED MATERIAL-DELIVER IMMEDIATELY

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

**LATE PROPOSALS**  
**CANNOT BE ACCEPTED!**