

# INVITATION TO BID

Issued By

COUNTY OF TAZEWELL  
OFFICE OF THE COUNTY FINANCE DIRECTOR

**CRAIG A. PETERS CPA**

TAZEWELL COUNTY FINANCE DIRECTOR  
11 S. 4<sup>TH</sup> STREET, SUITE #120  
PEKIN, ILLINOIS 61554  
PHONE (309) 477-2237 FAX (309) 477-3095



Sealed bids will be received at the office of the  
County Finance Director, Suite #120 Tazewell County  
Pekin, Illinois 61554

**Tazewell County Network and  
Email License Renewal  
Project # 2017-F-03**

**RETURN THIS COPY  
AS YOUR BID  
DO NOT DETACH**

**SUBMITTED BY  
Craig A. Peters CPA  
Tazewell County Finance Director**

**INVITATION TO BID**

**TAZEWELL COUNTY**

**Network and Email License Renewal**

**Project #2017-F-03**

Tazewell County is inviting sealed bids from interested and qualified parties for the renewal of network and email licenses.

Copies of the Bidding Documents may be obtained from **Tazewell County Finance Director, Craig A. Peters**, beginning **Thursday, May 18, 2017**, at 11 S. 4<sup>th</sup> Street, Suite #120, McKenzie Building, Pekin, Illinois, 61554. Telephone: (309) 477-2237. Bidding documents may also be obtained at **tazewell.com** please follow instructions to bidders if you print them from tazewell.com

Bids will be received in the office of the **Tazewell County Finance Director**, 11 S. 4<sup>th</sup> Street, Suite #120, Pekin, Illinois, 61554 **no later than 10:00 A.M. Friday, June 2, 2017.**

Bids will be publicly opened and read aloud in the office of **Tazewell County Finance Director** located at 11 S. 4<sup>th</sup> Street, Suite 120, Pekin, IL **immediately following the close of bids.**

Questions regarding this bid may be directed to Scott Hizey, Network Administrator at shizey@tazewell.com, (309)478-5850.

Bids will be evaluated in writing based on the requirements set forth in the instruction to bidders. The bid evaluation summary will be submitted to the requesting department's parent committee, and forward the recommendation for award to the full Tazewell County Board for consideration and awarding of the contract. The Tazewell County Board reserves the right to accept or reject any and all bids or to waive technicalities.

**Craig A. Peters CPA  
Tazewell County Finance Director**

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. All instructions contained herein are applicable.

**2. Bid Proposal Form:**

Separate duplicate copies of the proposal form as provided, are to be submitted by the bidder for that purpose as set forth below.

**3. Preparation of Bid:**

A. Bids shall be submitted in duplicate on forms which will be furnished by the Tazewell County Finance Director's Office.

B. All spaces provided for on the form shall be either typewritten or written in ink. Where both written words and numerical figures are given, the written words will apply in the event of a conflict.

**4. Questions and Inquires:**

Questions or inquires concerning the specifications, terms, and conditions of the requested bid should be directed to the County Finance Director or designee as named in the detailed specifications. If the nature and volume of inquires indicate a substantial defect in the aforesaid specifications, terms and conditions, the County will either issue an addenda, schedule an additional pre-bid conference, extend the time for submission of bids, or reject all bids and reissue corrected or appropriately modified specifications, terms, and conditions. All such addenda shall become a part of the specifications as if originally submitted. However, in **no case** will changes, additions, or deletions be made without receipt of either an addenda or change order from Craig A. Peters, Tazewell County Finance Director.

Submission of Bids:

A. Bids will be received at the time and place set forth in the invitation to bid.

B. Envelopes containing bids shall be sealed; mailed or delivered, and addressed as follows:

Craig A. Peters  
Tazewell County Finance Director  
11 S. 4<sup>th</sup> Street, Suite #120  
Pekin, IL 61554

**5. Contract to be Awarded/Terms and Conditions:**

The following general contract terms and conditions are included in these instructions to inform vendors of general terms and conditions to which the County will require the successful vendor to agree. Successful vendor hereafter referred to as "Contractor".

**A. Assignment of Contractual Rights:**

It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right, title or interest in the Contract or any part thereof, without previous written consent of County and the sureties.

\* County includes all offices of the County unless an individual officer is exercising independent contractual authority. Contact the County Administrator at (309) 477-2272 if this is an issue.

**B. Contract Management:**

The Contractor shall appoint an individual person as an Agent who shall be available for discussions; when requested, concerning the fulfillment of the Contract. The County will deliver official documents addressed to the Contractor to the Agent of the Contractor. The Agent shall be available at the time of Contract award. The name, address and telephone number of the person to be designated as Agent shall be included in the Proposal.

**C. Meetings:**

After the award of the Contract, technical, scheduling and status meetings may be held. These meetings will be for the purpose of, but not limited to:

- Establishment of project schedule
- Establishing functional details of the construction or equipment
- Delivery, installation and maintenance of equipment or hardware

The Contractor shall provide the services of his technical staff and Agent for these meetings.

**D. Progress Reports:**

The Contractor is required to submit monthly reports on the status of the project so that the County is kept fully informed of progress. The information required will be specified at the meetings with the Contractor.

**E. Notice and Service Thereof:**

Any notice to Contractor from the County relative to any part of this Contract shall be considered delivered, and the service thereof completed, when said notice is posted by U.S. mail to the said Contractor at his last given address or delivered in person to Contractor's Agent.

**F. Conflict of Interest**

A Contractor filing a proposal thereby certifies that no officer, agent or employee of the County who has a pecuniary interest in this proposal has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Contractor for the same Request for Proposals, and that the Contractor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**G. Compliance With Laws:**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local, and County governments, which may in any manner affect the preparation of proposals or the performance of the contract.

#### **H. Equal Employment Opportunity**

In the event of the Contractor's noncompliance with any provision of this Equal Opportunity clause, the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared not responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

(a) That he shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, handicap, national origin or ancestry; and further that he will examine all job classifications to determine if minorities or women are under-utilized and shall take appropriate affirmative action to rectify any such under-utilization.

(b) That, if he hires additional employees in order to perform this contract or any portion hereof, he shall determine the availability (in accordance with the Fair Employment Practices Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which he may reasonably recruit, and he shall hire employees for each applicable job classification in such manner that minorities and women are not under-utilized.

(c) That, in all solicitations or advertisements for employees placed by him or on his behalf, he shall state that all applicants will be afforded equal opportunity without discrimination based on race, color, religion, sex, handicap, national origin or ancestry.

(d) That he shall send to each labor organization or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in his efforts to comply, the Contractor shall promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and shall recruit employees from other sources when necessary to fulfill his obligations there under.

(e) That he shall submit reports as required by the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(f) That he shall permit access to all relevant books, records, accounts and work sites by personnel of the Fair Employment Practices Commission and the contracting agency for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations.

(g) That he shall include verbatim or by reference the provisions of paragraphs a through g of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that he shall also include the provisions of

paragraphs a, e, f, and g in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor shall be liable for compliance with applicable provisions of this clause by all subcontractors; and further he shall promptly notify the Fair Employment Practices Commission and the contracting agency in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor shall utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontractors referred to under paragraph (g) of the Equal Employment Opportunity Clause Above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10: The term "Subcontract" means any agreement, arrangement of understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

(h) For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contract; or

(i) Under which any portion of the Contractor's obligation under any one or more contracts is performed, undertaken or assumed; or

(j) For bid specifications for construction or services.

**I. Liability and Insurance:**

The County does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor.

Contractor's Insurance – The Contractor and all subcontractors shall secure and maintain such insurance policies as will protect him self from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or anyone employed by him directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation

- Comprehensive General Liability

Combined Single Limit \$ 1,000,000.00

Property Damage \$ 1,000,000.00

- Automobile Public Liability and Property Damage

Combined Single Limit \$ 1,000,000.00

Property Damage \$ 1,000,000.00

**Insurance Inclusions** – The comprehensive general liability insurance shall include independent contractor's protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

**Contractual Liability** – The insurance required above shall include contractual liability insurance coverage for the Contractor’s obligations under Section N below entitled, “Hold Harmless and Indemnification Agreement”.

**Certificates of Insurance** – Certificates of insurance acceptable to the County indicating insurance required by the Contract is in force shall be filed with the County prior to approval of the Contract by the County. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

**J. Hold Harmless and Indemnification Agreement:**

The Contractor shall save and hold harmless and indemnify the County and the citizens of Tazewell County against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of this contract, resulting from the negligent acts or omissions of Contractor, or any employee, agent or subcontractor. Contractor is not responsible for consequential damages.

**K. Limited Distribution or Use of Certain Data and Information:**

Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a County agency or County contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the County or others.

Contractor agrees that contractor personnel will not divulge or release data or information developed or obtained in connection with their performance of the resulting contract, unless made public by the County, except to authorized County personnel or upon written approval of the Tazewell County Administrator.

Except as may be otherwise agreed to with a data owner, the Contractor agrees not to use, disclose or reproduce proprietary data, other than as required in performance of this contract; provided, however, that nothing herein shall be construed as precluding the use of any data independently acquired by the Contractor without such limitation.

All proprietary information and all copies thereof shall be returned to the County upon completion of the work for which it was obtained or developed.

**L. Inspection of Materials:**

The County shall have a right to inspect any materials or equipment to be used in carrying out this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this Contract up to the time of final acceptance by the County. Materials, equipment, components, or completed work not complying therewith may be rejected by the County and shall be replaced by the Contractor at no cost to the County. Any materials, equipment or components so rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor.

**M. Responsibility for County Property:**

The Contractor assumes full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to any and all County property

(and/or property belonging to other County agencies within Tazewell County), including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody and care for storage, repairs, or services to be performed under the terms of the resultant contract, resulting from the negligent acts or omissions of Contractor or any employee, agent or representative of Contractor or subcontractor.

The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction of, or damage to County property (and/or property belonging to other County agencies within Tazewell County), and upon the request of the contracting officer shall, at the Contractor's expense furnish to the County all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the County in obtaining recovery.

**N. Right to Audit:**

Contractor agrees that the County or its representatives shall have the right to examine any of Contractor's records, which directly relate to this contract.

**O. Default**

(a) The County may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of materials or to perform services within the time specified herein or any extension thereof, or

(ii) if the Contractor fails to perform any of the other performances of this Contract, or so fails to make progress as to endanger performances of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten days, or such other period as the Purchasing Agent may authorize in writing, after receipt of notice from the Purchasing Agent.

(b) In the event the County terminates this contract in whole or in part as provided for in paragraph (a) of this clause, the County may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, materials or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The County may deduct these costs from any unpaid balance due the Contractor or may collect against any bond or surety in effect.

(c) The Contractor shall not be liable for any excess of costs if acceptable evidence has been submitted that failure to perform was due to causes beyond the control of and without the fault or negligence of the Contractor.

**P. Taxes:**

The County is exempt from all State and City sales tax and will provide documentation, if required.

**Q. Change Orders:**

While the Contract is in effect, if unforeseen conditions require a change or major variations from the original plans, a Change Order will cover such work. The Change Order is to set forth in complete detail the nature of the change and reasons therefore. Whether it is an addition or reduction with respect to the original Contract price is to be covered in detail as well as any extension or reduction of the completion date.



**6. Examination of Site:** (when applicable)-

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions that may and can affect the work and cost thereof. Bidders shall also thoroughly examine and be familiar with the specifications as set forth for this project.

**7. Withdrawal of Bids:**

Any bidder may withdraw his proposal at any time prior to the time and date set for the termination of bidding in writing. No bidder may withdraw his proposal for a period of thirty (30) days after the time and date set for the termination of bidding.

**8. Award of Contract:**

**A.** An award will be made to the lowest qualified bid that complies with the terms and conditions of the specifications provided that it is in the best interest of the County to accept the proposal. Awards will be made on a per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County and the delivery terms will be taken into consideration in making the award.

**B.** Award of a contract as a result of this invitation is dependent upon the availability of funds from which payments will be made.

**C.** Professional service selection will be awarded within the guidelines of the Local Government Professionals Service Act (50ILCS 510/0.01).

**9. Rejection of Bids:**

The County of Tazewell reserves the right to reject any or all bids when such rejection is in the best interest of the County.

Unless called for, substitute or alternative bids shall not be considered.

**10. Acceptance of Bids:**

The right is reserved, as the interest of the County may require, rejecting any or all bids and to waive any nonmaterial informality or irregularity in the bids received. The County will accept one of the proposals or reject all proposals within ninety (90) calendar days from the bid opening date.

**11. Prices:**

Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in extension of price, unit shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

**12. Discounts:**

Cash discounts for payment within fifteen (15) days or more will be considered in awarding the bid. Discounts of less than fifteen (15) days will not be considered in the bid evaluation. Where

the net bid is equal to a bid with the cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

**13. Price Reduction:**

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any item covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e. wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall invoice the County at such reduced prices, indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the contract documents. The contractor shall, within ten days of any general price reduction, notify the Purchasing Agent of such reduction by letter. Failure to do so may result in termination of the Contract.

**14. Patents:**

The successful bidder agrees to protect, defend, and save the County harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

**15. Guarantees and Warranties:**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the Contract is issued.

**16. Cancellation:**

The County reserves the right to cancel the whole or any part of the contract, if the Contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, act of the County, fires or floods.

**17. Signatures:**

Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter. All signatures must be in ink.

**18. Special Conditions:**

Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

**19. Permits and Licenses:**

The Contractor shall obtain, at his own expense, all permits and licenses that may be required to complete the contract.

**20. Prices Specified:**

The Contractor agrees to furnish the material or services according to the County's plans, specifications and conditions and at prices specified hereon.

**21. Samples:**

Samples of items; when required, must be submitted within the time specified and at no expense to the County; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples: which are not requested for return, within thirty (30) days, will become the property of the County.

**22. Bid Envelope Identification:**

Bidders are requested to indicate in the **lower left hand corner** of their envelope the **item being bid, bid number** and **date** the bid is **due**.

**23. Prevailing Wages:**

The Contractor and all subcontractors shall comply with 820 ILCS 130/1, et. seq., concerning general prevailing rate of hourly wages. A copy of the County ordinance dealing with prevailing wages is available at the office of Tazewell County Administrator for examination.

**24. Taxes:**

The County is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The County will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event unit price includes taxes, the bidder must show the amount of tax included in the unit price

**25. Investigation:**

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the Contractor, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the County or the compensation to the bidder.

**26. Non-Collusion Affidavit:**

Whenever the Affidavit of Non-Collusion form is attached to the specifications, the bidder must properly execute it or the bid will not be considered for acceptance.

**27. Bid-Rigging or Bid Rotating:**

The signed form certifies that the bidder is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid rigging or bid-rotating per Public Act 85-1295, Section 33E-3 and 33E-4.

**Project # 2017-F-03  
Tazewell County  
Network and Email Licenses**

	Quantity	Price Each	Total Price
ZENworks Aset Management Renewal	270		
Novell Open Workgroup Suite Renewal	495		
Groupwise including Mobile Server Renewal	25		
SUSE Linux Enterprise Server Renewal	1		

Company name: \_\_\_\_\_

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

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

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

## Project Specifications

2017 Licenses for Tazewell County Network and computers

Start/End Date

01 July 2017 to 30 June 2018

QTY	SKU	Description
270	877-001606	Micro Focus ZENworks Asset Management 1-Year Renewal Standard Care (Renewal)
495	877-002320	Micro Focus Novell Open Workgroup Suite 1-User, 1-Year Renewal Standard Care (Renewal)
25	877-008004	Micro Focus GroupWise including Mobile Server 1-Mailbox, 1-Year Renewal Standard Care (Renewal)
1	874-006879	SUSE Linux Enterprise Server, x86 & x86-64 1-2 Sockets or 1-2 Virtual Machines Standard Subscription, 1 Year (Renewal)

Project 2017-F-03  
Tazewell County  
Network and Email License Renewal

We hereby submit our proposal for the Tazewell County Network and Email License Renewal, #2017-F-03.

\_\_\_\_\_, herein called "bidder"

Company Name

acknowledges receipt of the following documents, which are incorporated herein by reference and together with this proposal, are herein called contract documents.

- A. Invitation to Bid
- B. General instructions to bidders
- C. Bid Form
- D. Specifications
- E. Non collusion and certification of eligibility
- F. Agreement for County of Tazewell (Sample)

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

(ATTACHMENT D)

NONCOLLUSION AND CERTIFICATION OF ELIGIBILITY  
AFFIDAVIT OF PRIME BIDDER

State of Illinois )  
County of Tazewell County ) SS

\_\_\_\_\_, Being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, The Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Tazewell of any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) That the Prime Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid Rotating).

Signed \_\_\_\_\_

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

Subscribed and sworn before me on  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

We the undersigned agree to furnish the listed equipment according to the County's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
**Tazewell County**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Cash Discount % if any

\_\_\_\_\_  
Agents Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**AGREEMENT FOR COUNTY OF TAZEWELL**  
(Name of Contractor and Contract #)

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and \_\_\_\_\_, hereinafter referred to as "Contractor", this \_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the \_\_\_\_\_; and

WHEREAS, the bid of \_\_\_\_\_ was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the \_\_\_\_\_, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for the \_\_\_\_\_ as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of

(\_\_\_\_\_). Prior to payment, contractor shall present to the Tazewell County Auditor fully documented invoices and waivers of lien.

4a. The term of this agreement shall be for \_\_\_\_\_ months commencing \_\_\_\_\_. Owner shall have the option to extend this agreement for a period of \_\_\_\_\_ additional months under the same terms as herein provided.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor, within ten (10) days after execution of this Agreement, shall submit to the Office of the Tazewell County Auditor a list of firm's names, addresses, and phone numbers of all subcontractors which Contractor proposes to employ for the principal parts of the work. Contractor will let no subcontracts nor authorize any proposed subcontractor to start work or assume obligations for equipment or materials until Contractor receives from Owner written approval of such subcontractor. If any proposed subcontractor is not approved by Owner, Contractor shall submit as soon as possible, a substitution, and other proposed subcontractor for Owner's approval. Upon written request by Owner, Contractor will provide experienced histories, financial data and such other qualifying information as may be required by Owner to evaluate fairly and completely the proposed subcontractor's qualifications. If within ten (10) days no such written notification is made to the Tazewell County Auditor, the assumption will be made that there will be no subcontractor on said project.

7. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

8. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

9. If required by Owner, the Contractor shall furnish a performance bond, the bond premium to be charged separately and in addition to the Contract Price. Contractor represents that this Agreement, except as provided in this paragraph, does not include any amount for the costs of such bond.

10. Contractor shall apply for and pay for any and all building permits that may be required.

11. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

12. Owner shall have the right to inspect and test all work in progress. Contractor shall provide sufficient time for such inspection and testing, particularly with respect to work to be concealed.

13. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

14. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

15. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor that evidences the existence and continuation of the above required insurance.

16. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger

Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

17. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

18. Contractor shall further hold harmless Owner, including its officials, agents and employees, from liability or claims for any injuries to or death of Contractor's or any subcontractor's employees, arising from any cause whatsoever, whether or not arising out of the partial or sole negligence of Owner, its officials, agents or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor, and shall indemnify the Owner from any costs, expenses, judgments and attorneys fees paid or incurred with respect to such liability or claims by it or on its behalf of its agents and employees, whether or not by or through insurance provided by Owner.

19. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

20. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

21. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

22. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

23. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

24. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in a writing approved by and signed by a person with lawful authority granted to execute such writing.

25. The parties agree that the foregoing document herein referenced constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

COUNTY OF TAZEWELL:

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_