

**COUNTY OF McHENRY
McHENRY COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT - ROOM 200
2200 N. SEMINARY AVENUE
WOODSTOCK, IL 60098**

Sealed bids will be accepted in the above office until

June 9, 2016 at 2:00 P.M. (CST)

**For
Re-BID #16-38**

PROVIDE VENDING SERVICES

CONTACT PERSON - DONALD A. GRAY, CPPB
DIRECTOR OF PURCHASING
MCHENRY COUNTY ADMINISTRATION BUILDING
2200 N. SEMINARY AVENUE-- ROOM 200
WOODSTOCK, IL 60098
Phone - (815) 334-4818
Fax - (815) 334-4680

COMPANY

DATE

CONTACT PERSON

ADDRESS

E-MAIL ADDRESS

CITY, STATE AND ZIP

TELEPHONE NO

FAX NO.

FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014. This Ordinance is incorporated by reference into this bid as if it were contained herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

SCOPE OF WORK

Provide Vending Services to the County of McHenry as outlined within this document. All requirements are per specifications enclosed herein. We are requesting a multi-year bid starting 12/1/16 – 11/30/17, year two (optional) 12/01/17 – 11/30/18, year three (optional) 12/1/18 – 11/30/19, and year four (optional) 12/1/19 – 11/30/20.

SCHEDULE OF EVENTS

May 23, 2016	Bid Available
	Site Visits will be granted on an individual basis. To schedule an appointment, call 815-334-4605 BEFORE June 1, 2016.
June 2, 2016	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
June 3, 2016	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
June 9, 2016	BID DUE in Purchasing at 2:00 P.M.(CST)

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

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

PREVAILING WAGE

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

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

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

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

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

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

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

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

OSHA REQUIREMENTS

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

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

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

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

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

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

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

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

SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION

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

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

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

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

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

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

INSURANCE

(1) GENERAL

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

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

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for:
Bodily Injury Liability and Property Damage Liability;
- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

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

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and,
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

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

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

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

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

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

BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON June 9, 2016.

SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID/RFP TITLE, TIME & DATE OF OPENING.

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

SUBMITTAL

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

GENERAL CONDITIONS

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

AWARD OF ORDER

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

WORKMANSHIP

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

MISCELLANEOUS

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

EXCEPTIONS

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

ALTERNATES

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

FULL PRICING AND CONTINGENCIES

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

RECOURSE FOR UNSATISFACTORY MATERIALS

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

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days,

the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

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

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

CHOICE OF LAW AND VENUE

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

COMPLIANCE WITH LAWS

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

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

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

PROTEST PROCEDURES

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

BIDDER'S ATTACHMENT TO THE BID

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

DELIVERY

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

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

SPECIFICATIONS

The County of McHenry is seeking a qualified vending firm to provide **Vending Services** for the Government Center, Administration Building, Annex A, Annex B, Division of Transportation, Valley Hi Nursing Home and any other area which may be in need of vending.

Vending services include installation, operation, maintenance & supply of all automatic vending equipment in the facilities listed above.

Current estimated annual gross sales for all locations is \$57,440.00.

Vending Equipment Includes, but is not limited to the following:

1. Snack Machine
2. Sandwich Machine
3. Cold, non-alcoholic beverage machine, cans
4. Cold, non-alcoholic beverage machines, bottles
5. Hot beverage machine
6. Change machine
7. Microwave station

VENDING EQUIPMENT:

1. The Contractor shall provide all automatic vending equipment and other equipment necessary to provide quality food and refreshment service at the locations listed. Contractor shall furnish and install suitable stands and/or counters (if not already provided by the County) for microwave ovens, condiments, utensils and paper products. The Contractor shall ascertain that all equipment meets or exceeds all applicable federal, state, and local laws, ordinances, rules and regulations, and complies with specifications published by the United States Public Health Federation and the National Sanitation Foundation.
2. It is recommended that vending machines be equipped with dollar bill acceptors (potentially credit card acceptors), particularly in all locations where separate bill changers are not installed.
3. A list of the equipment currently installed at each location is attached. Bidder shall provide a complete list of the equipment to be furnished at each location, and indicate which machines will be equipped with a dollar bill acceptor.
4. The Contractor shall have sufficient service personnel, facilities and equipment to properly maintain the vending machines. Inoperable machines shall be repaired or replaced as soon as possible, but NO LONGER than one (1) day from notification. The telephone number to call for service shall be prominently posted in each vending area or on each machine. The County shall require the Contractor to replace any machine which is frequently inoperable due to mechanical failure.

SERVICE:

The Contractor shall be responsible for providing all products to be vended and for continuously maintaining sufficient products in each and every machine to adequately meet customer demands. Contractor's personnel shall stock all machines, collect moneys, and restock paper products and condiments. The Contractor shall be afforded reasonable access to the various facilities for stocking, cleaning, and repairing its machines. Adequate stocks of products and supplies MUST be kept on hand and replenished between the hours of 8:00a.m. through 1:30p.m. on workdays.

PRODUCTS / PRICES:

1. Complete and return, with your proposal, the "Product Information Sheet". Include a comprehensive list of the products to be offered; their sizes, prices & name brands.
2. The prices charged must be uniform throughout all vending locations covered under this contract.

3. If the Contractor incurs increased costs for purchased merchandise or tax increases on products sold, the Contractor may propose an increase in its prices to recover such cost increases. The Contractor may implement said proposed price increase thirty (30) calendar days following written APPROVAL by the McHenry County Purchasing Department; however, the County may request adequate documentation to support price increases and has the right to reject any increase which is not justified by actual increased costs.

MISCELLANEOUS ITEMS:

The Contractor shall furnish, at its sole expense, at each location, where applicable, the following items:

1. Cup lids, hot and cold
2. Straws, individually wrapped
3. Plastic tableware, including forks and spoons
4. Paper napkins
5. 6" paper plates
6. Condiments (prepackaged individual portions of salt, pepper, mustard, ketchup & sugar)

SANITATION:

The Contractor shall establish and maintain a comprehensive program to assure that all vending machines, microwave ovens, and other equipment (interior & exterior), the areas immediately behind, under, between and adjacent to said machines, the cabinets and counters, and storage areas are continuously kept clean, sanitary and neat in appearance.

LEGAL COMPLIANCE:

The Contractor shall obtain, at its sole expense, all federal, state and local licenses and permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, and rules and regulations governing the preparation, transportation, handling and vending of all products offered.

REFUNDS:

The Contractor shall provide petty cash to the Purchasing Department for daily refunds (\$25.00). The Purchasing Department will keep a log of all refunds, including date of incident, amount and reason. Contractor and the Purchasing Department will meet to reconcile, as needed.

COUNTY RESPONSIBILITIES:

1. The County shall provide the Contractor space for the vending equipment and a reasonable amount of storage space for product and supplies where available.
2. The County will furnish all utilities, including heat, light, electric service, water, sewage and garbage removal. The bidder shall identify in the proposal any electrical, water or other utilities which are not currently available in any of the vending areas.
3. The County shall provide, where applicable, chairs, tables, and appropriate trash receptacles.
4. The County shall provide building maintenance and basic janitorial services for each vending service area.

COMMISSIONS:

1. The bidder is to indicate in the proposal the percentage of gross sales payable to the County. Commissions are to be paid on gross sales prior to any deductions for taxes, cost of goods sold, operational expenses, licenses, permits, etc.
2. For the purpose of commission payments, the Contractor shall establish monthly accounting periods. Within thirty (30) calendar days after the last day of each accounting period, the Contractor shall submit commission payments and reports.
3. All commissions shall be made by check payable to "County of McHenry" and sent to:

County of McHenry
Purchasing Department
Administration Building, Room 200
2200 N Seminary Avenue
Woodstock IL 60098

4. Accompanying each commission payment shall be detailed reports showing the gross sales by product class at each location and the resulting commission. The reports shall include the following information:
 - a. The location of each group of machines
 - b. The appropriate County fund number
 - c. A listing of each machine inventory or serial number and type
 - d. A breakdown of sales and commission for each location by each machine
 - e. A summation page showing total sales and commissions for each location
 - f. A calculation of the commission ratio charged for each location, and an average for each location.
 - g. The beginning and ending date for each report

TERM:

The period of the contract will be from December 1, 2016 through November 30, 2017, with year two (optional) from December 1, 2017 through November 30, 2018, year three (optional) from December 1, 2018 through November 30, 2019 and year four (optional) from December 1, 2019 through November 30, 2020.

It is understood that the bidder, prior to submitting a bid, has visited each site, has measured and examined each site as to its nature, location, space, utilities, security, storage, scope of operations, and any other conditions which may affect the vendor's operations. NO allowance will be made for not having visited the site or for not being familiar with existing conditions to be encountered.

Site Visits will be granted on an individual basis. To schedule an appointment, call 815-334-4605 BEFORE June 1, 2016

Secure Facilities: Certain locations where vending machines are to be located are within secure facilities. Contractor's employees are subject to search by County personnel each time they enter a secure location. The Contractor's employees shall strictly adhere to all rules and regulations with regards to building security. Upon request, the Contractor shall provide sufficient personnel data on employees servicing County facilities to allow the Sheriff's Department to conduct background investigations. The County may deny access to any individual whom it deems unsuitable for any reason.

Installation, Operation, Maintenance and Removal or Replacement of vending machines provided hereunder shall be performed by the Contractor, subcontractor, or its employees under the exclusive supervision and control of the Contractor.

Equipment: Provide a complete list of the equipment to be furnished at each location, including: make, model, age, capacity, and dollar bill acceptance. Equipment shall be of current technology and will be new or like new in appearance and function.

No additional costs will be incurred for the following:

Installation, Maintenance, repair and replacement of vending equipment
Procurement of products to be sold
Delivery, and stocking equipment
Sanitation and cleaning of equipment

Additional Information:

Fifty percent (50%) of the items offered in the Snack Machines must be healthy. Items may include, but are not limited to: Planters Sunflower Kernels, Pita chips, Pirates Booty white cheddar, Terra chips, Baked Chips, Sun Chips, Smartfood Reduced-Fat Popcorn, Fig Newtons, Nature Valley Granola Bar (Oats & Honey), and Planters Honey Roasted Peanuts.

FACILITY LOCATIONS:

The list of current machines may be added to or machines may be removed during the contract term.

Address	Approximate Population	Current Sandwich Machine	Current Cold Beverage Machine	Current Snack Machines	Current Coffee Machines	Current Change Machines	Current Microwave Station
McHenry County Government Center 2200 N Seminary Ave Woodstock IL 60098	643	1	6 (3 cans 3 bottles)	4	1	0	1
McHenry County Administration Building 667 Ware Road Woodstock IL 60098	173		1	1	1	1	1
Annex A 2200 N Seminary Avenue Woodstock IL 60098	50		1	1	0	0	0
Annex B 200 N Seminary Avenue Woodstock IL 60098	50		1	0	0	0	0
Division of Transportation 16111 Nelson Road Woodstock IL 60098	61		1 (bottles/cans mixed)	1	0	0	0
Valley Hi Nursing Home 2406 Hartland Road Woodstock IL 60098	184		2	2	0	0	0

**** BID MUST INCLUDE a Separate Page for the following: ****

1. Sample Accounting Report
2. Schedule for Implementation
3. Sample of Sanitation & Cleaning Practices
4. Complete list of Equipment

THIS PAGE IS MANDATORY
BID ON

PRODUCT INFORMATION SHEET

Provide detailed information on the products to be vended, including sizes, prices & name brands.

Include soft drinks, coffee/hot beverages, candy, gum/mints, snacks/chips, sandwiches, etc.

The list of current machines may be added to or machines may be removed during the contract term.

ITEM	Size	Name Brand	Unit Price Yr. 1 (12/1/16-11/30/17)	Commission Percentage	Unit Price Yr. 2 (optional) (12/1/17-11/30/18)	Commission Percentage	Unit Price Yr. 3 (optional) (12/1/18-11/30/19)	Commission Percentage	Unit Price Yr. 4 (optional) (12/1/19-11/30/20)	Commission Percentage
Soft Drinks, can	12 oz.		\$		\$		\$		\$	
Soft Drinks, bottles	20 oz.		\$		\$		\$		\$	
Coffee	8 oz.		\$		\$		\$		\$	
Hot Beverages (tea, hot choc)	8 oz.		\$		\$		\$		\$	
Water, bottled	12 oz.		\$		\$		\$		\$	
Candy			\$		\$		\$		\$	
Gum/Mints			\$		\$		\$		\$	
Snacks/Chips	1-1/4 oz.		\$		\$		\$		\$	
Sandwiches			\$		\$		\$		\$	
GRAND TOTAL			\$		\$		\$		\$	

THIS PAGE IS MANDATORY

*** THE FOLLOWING SEPARATE DOCUMENTS MUST BE INCLUDED TO BE CONSIDERED ***

1. Sample Accounting Report
2. Sample Schedule for Implementation
3. Sample of Sanitation & Cleaning Practices
4. Complete list of Equipment

THIS PAGE IS MANDATORY

REFERENCES

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

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

THIS PAGE IS MANDATORY

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL
DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE**

CERTIFICATIONS

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

_____ Yes _____ No

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

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

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

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY

PROPOSER'S CERTIFICATION

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

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

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

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

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State and Zip Code)

(By Printed Name and Signature) (Title)

(Witness Signature) (Title)

(Telephone No) (Fax No.)

(Date)

End of Document