The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

THE COUNTY OF DUPAGE
REQUEST FOR QUOTE

FURNISH & INSTALL 25Kw LP FUELED GENERATOR 26-030-ETSB

Please submit your written quote, (*completed on this form*), to this office no later than:

February 11, 2026 at 2:30 p.m.

Scan and email quotes to sara.rogers@dupagecounty.gov

GENERAL CONDITIONS

DRUG FREE WORKPLACE: The Contractor (whether an individual or company) agrees to provide a drug-free workplace per Illinois statute.[1]

ENDORSEMENTS: Contractor shall not use the name, seal or images of the County of DuPage in any form of endorsement to any third-party without the County's prior written permission.

FORCE MAJEURE: The County of DuPage shall not hold Contractor liable for extraordinary interruption of events, or damage of County property caused by an unforeseen natural cause that cannot be reasonably avoided or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

INDEMNITY: The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, 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, recklessness, or misconduct of the Contractor, its employees and agents or its subcontractors and their agents, officers, and employees, including, but not limited to, any claims that may be made by the agents, officers, and employees themselves for injuries to person or property or otherwise, and any claims that may be made by the agents, officers, and employees themselves or by the IDOL for the Contractor's violation of the Illinois Prevailing Wage Act.[2] Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond 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 because of its errors, omissions, and intentional, reckless, or negligent acts and for any losses or costs to repair or remedy construction

[1] 30 ILCS 580/1 et seq.
2 820 ILCS 130/1 et seq

because of its errors, omissions, and intentional, reckless, or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act[3] because of indemnification or insurance herein enumerated.

LAW GOVERNING: The quotation and resulting contract shall be governed by the laws of the State of Illinois. Bidder and Contractor agree to comply with all applicable State and Federal laws.

LOBBYIST REGISTRATION: The Contractor shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

MISCELLANEOUS REQUIREMENTS: The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Quote. All Quotes shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request for Quote. Emphasis should be on completeness and clarity of content.

BID SECURITY/PERFORMANCE BOND: Each Bid shall be accompanied by a Bid Security in the form of a Bid Bond. The Bid Security shall be in an amount of not less than five percent (5%) of the total Bid amount as a guarantee that the Bidder will, within 15 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security will be considered as nonresponsive.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If a Selected Bidder fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its Bid shall be forfeited as liquidated damages.

The Selected Bidder shall, within 15 days of the Notice of Award, furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of total bid amount, conditioned upon the faithful performance of all covenants, terms, and stipulations included in these bid documents and holding good until the completion of the Contract, to protect the County against inadequate performance per all terms and requirements of the Bid Documents. The Performance Bond shall remain in effect for one (1) year from the issuance of a Purchase Order or Notice to Proceed, or until completion of the Contract period, whichever is longer.

NON-DISCRIMINATION: The Contractor, its agents, officers, 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.

PAYMENT: Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order, including reference to Purchase Order number, and must be submitted to the correct address for processing. The County shall pay all invoices pursuant to the Illinois "Local Government Prompt Payment Act".[4] Invoices containing charges for work subject to the Illinois Prevailing Wage Act[5] 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 or services, and any statute of limitations to the contrary is hereby waived.

RESERVATION OF RIGHTS: The County reserves the right to reject any or all quotes failing to meet the specifications or requirements and to waive formalities and/or technicalities. If in the County's discretion, the lowest quote is not the most responsible quote, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied,

[3] 745 ILCS 10/1 et seq
[4] 50 ILCS 505
[5] 820 ILCS 130

their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the Request for Quote will result in the disqualification of the quote from further consideration.

The County on further reserves the right to reject all quotes and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised Request For Quote. Notwithstanding the foregoing the County reserves the right to award or reject any quote as deemed to be in the best interest of the County.

Submission of a quote 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.

TAX: The County does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07 A copy of the exemption letter is available upon written request.

VENUE: By submitting a response, the Contractor agrees that venue for all disputes arising out of the solicitation process and performance of the Contract, including but not limited to judicial review of any protest decision, will be exclusively in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois, and that Illinois law will control.

QUOTE AWARD CRITERIA: This contract shall be awarded to the lowest responsive and responsible bidder.

CONTRACT TERM PERIOD AND RENEWALS: The contract shall be for a one (1) year period.

VENDOR QUESTIONNAIRE: In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self -certifying; if self -certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the requested information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award. Complete the questionnaire at mwv.dupagecounty.gov.

SPECIFICATIONS

STATEMENT OF WORK

DuPage County Emergency Telephone System Board ("ETSB") is seeking a bidder to furnish, deliver, install, connect, test, and commission a complete, ready-for-service 25 kW liquefied petroleum (LP) fueled, liquid-cooled, single-phase 120/240V industrial level generator including weather and sound enclosure, battery, battery charger, block heater, and all associated mechanical, fuel, and electrical connections; and a new 100A Automatic Switch Company (ASCO) 30 series single-phase 120/240V automatic transfer switch (ATS). Awarded bidder shall be responsible for furnishing all parts, labor and materials needed to complete the installation in conformance with the specifications.

Location

Radio Tower Standby Generator
Hidden Lakes Forest Preserve
Southside Butterfield Road
Downers Grove, East of Route 53
Building #36
In lieu of a site visit, the County has provided photos of the location on pages 7 to 11.

SPECIFICATIONS

Engine

- Liquid cooled, spark ignited engine designed for continuous standby duty on propane.
- 25 kW standby rating at 60 Hz, 120/240V single phase.
- Mechanical or electronic governor maintaining voltage and frequency within industry standby limits.
- Radiator and fan sized for ambient operation up to 40°C; thermostatic control.
- Engine meets applicable local emissions and safety standards for stationary standby use.
- Electric starting system with heavy duty starter and adequate battery capacity for cold starts.

Alternator

- Brushless synchronous, self-ventilated, single bearing or two-bearing as recommended by manufacturer.
- Class H or F insulation for industrial duty.
- Solid state AVR for ±1.0% steady state regulation under varying load.
- 120/240V, single phase, 60 Hz, rated for 25 kW standby at 1.0 pf.
- Overcurrent and short-circuit protection integrated with controller; anti-condensation heater or space heater if required.

Cooling System

- Heavy duty radiator with shroud and corrosion-resistant finish.
- Factory filled with extended life coolant; fill and test on site.
- Rated continuous operation to 40°C (or specify higher if requested).

Fuel System

- LP gas (propane) ready configuration.
- Provide LP regulator and first stage piping from generator to customer-supplied LP source; include flexible fuel connector and shutoff solenoid. Final tie-in to site tank and LP piping by others unless specified otherwise.
- Excess flow protection, solenoid valve interlocked with controller for emergency shutdown, and compliance with local fuel codes.

Transfer Switch **Substitution Noted Below:**

CUMMINS brand OTEC 125A 120/240V single phase automatic transfer switch to pair with proposed Cummins Generator.

- ~~ASCO 300 Series 100A, 120/240V single phase automatic transfer switch.~~
- Installed inside existing shelter on west side; mounted per manufacturer torque and clearances.
- National Electrical Manufacturers Association (NEMA) enclosure for indoor use, load monitoring contact, manual/auto transfer capability, provisions for generator exercise control and signal wiring to genset controller.

Wiring and Connections

- Provide power cable sized for 100A continuous plus inrush, cored through west wall using a fire-rated core and watertight bulkhead fitting. Terminate to new transfer switch load side lugs.
- Run multiconductor control cable between genset controller and ASCO transfer switch for common start/stop and status interlocks. Provide labeled, color coded wiring in conduit.
- Connect generator frame to site grounding system per National Electrical Code (NEC); provide isolated neutral or bonded neutral per system requirements and coordinate with site electrical engineer.
- All feeders run in rigid or Electrical Metallic Tubing (EMT) conduit as required; support clamps and cable strain relief at penetrations.

Controls and Instrumentation

- Digital controller with auto/manual/remote start, runtime meter, oil pressure, coolant temp, battery voltage, frequency, voltage meters, event and fault logs, programmable inputs/outputs, and remote annunciation contacts.
- High coolant temp, low oil pressure, overspeed, overcurrent, low battery, emergency stop.
- Ethernet/serial remote monitoring port or cellular gateway ready interface for future remote telemetry.
- Local mimic panel and display with pushbuttons for start/stop, lamp test, and fault reset.

Battery, Charger, and Heater

- Maintenance free lead-acid battery sized and installed per manufacturer recommendations for engine starting and system reliability at site minimum temperature.
- Float/charge automatic charger sized for battery bank, with AC input breaker and status indicator. Temperature compensation optional.
- 120 VAC or 240 VAC block heater rated to maintain engine startability in cold weather; thermostatically controlled and wired to a dedicated circuit or shelter power.

Mechanical Installation

- Concrete pad with anchor bolts; generator baseplate bolted to pad using vibration isolators.
- Coordinate penetration location and routing with site; provide flexible exhaust connector and slip joints to isolate vibration.
- Provide drip pans and secondary containment where required by local code.

Picture is looking out towards Butterfield Road.
Stone walls in the back mark the entrance to the Project Site.

3602

BYPASS
NORMAL
DANGER
HIGH VOLTAGE
SUITABLE FOR
USE AS
SERVICE EQUIPMENT

INSURANCE REQUIREMENTS

1) **CERTIFICATE OF INSURANCE**: Upon notice of acceptance of the Quote, the Awarded Bidder shall, within fifteen (15) calendar days of said notice, furnish to the Buyer the Certificate of Insurance. In addition, the Awarded Bidder shall provide the following endorsements:

   a) Additional Insured for items #3, 4, and 5 below,

   b) Waiver of Subrogation, and

   c) Primary and Non-Contributory.

The Certificate of Insurance provides proof of the specific coverage of the types of insurance. Coverage varies depending upon the Quote, but all Quotes must have (i) Workers' Compensation, (ii) Employers Liability, (iii) Commercial General Liability, and (iv) either Umbrella Liability or Excess Liability.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS
1) Workers' Compensation	Statutory
2) Employers Liability[6]	$1,000,000
3) Commercial General Liability	$2,000,000
4) Umbrella Liability	$2,000,000
5) Business Auto Liability*	$1,000,000

Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of AM Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the Contractor in full force and effect during the life of the Contract, and until all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the Contract, the Contractor and its subcontractors shall maintain, at its sole expense, insurance coverage for the Contractor, its employees, Officers, and subcontractors, as follows:

a) It is the responsibility of Bidder and Contractor to provide a copy of this Request for Quote to the insurance provider;

b) It may also be required that the Bidder's insurer and coverage be approved by the County prior to execution of the Contract; and

c) No work shall be started until receipt of the Certificate of Insurance.

[6] Employee Liability is required for each accident and disease.

The County shall be named as additionally insured on all Certificates of Insurance. Certificates of Insurance shall also reference the Request for Quote name and number. Certificates of Insurance with required endorsements should be emailed to sara.rogers@dupagecounty.gov.

2) **MAINTENANCE:** The Awarded Contractor and subcontractors or partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract. If any policy or coverage is written as "claims made" then coverage must be maintained for four (4) ears after project completion.

3) **CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE:** The insurance carrier of the insured is required to notify the County of termination of any of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

4) **INSURANCE RATING:** All the above-specified types of insurance shall be obtained from companies that have at least an A rating in AM Best's Guide or the equivalent.

5) **SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

6) **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 its failure to provide such notice within 60 days.

7) **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.

8) **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.

FORMS

REQUIRED FORMS TO BE SUBMITTED

Yes	#	Item Description
☑	1	Quote Pricing Form
☑	2	Signature Form
☑	3	Internal Revenue Service W-9 Form
☑	4	Required Vendor Ethics Disclosure Statement Form
☑	5	Limitations on the Authority of the County of DuPage to Contract
☑	6	References Form
☑	7	Joint Purchasing Agreement Form
☑	8	Awarded Contractor Disclosure Form
☑	9	Apprenticeship or Training Program Certificate Form
☑	10	U.S. Department of Labor Certification Form
☑	11	Bid Security

QUOTE PRICING FORM

Section I: Contact Information

Please complete the contact information below.

QUOTE NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Pricing

All goods shall be shipped F.O.B. Destination, delivered, and installed.

NO.	ITEM	UOM	QTY	PRICE
1	LP Fueled Liquid Cooled Industrial Level Generator Complete Installation and Ready-for-Service	LS	1	$ 36,298.00
GRAND TOTAL (In words)	Thirty six thousand two hundred ninety eight dollars and 00/100 cents			

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Quote Specifications for the prices quoted on this Quote Pricing Form.

Printed Name: Chris Rizzo Signature: _____

Title: Branch Manager Date: February 10,2026

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

SIGNATURE PAGE

Section I: ontact Information

Please complete the contact information below.

QUOTE NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Certification

By signing below, the Bidder agrees to provide the service, and/or supplies as described in this quote and subject, without limitation, to all specifications, terms, and conditions herein contained. Further, the Bidder acknowledges receipt of any addendum issued.

Printed Name: Chris Rizzo

Signature: [illegible]

Title: Branch Manager

Date: February 10,2026

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
GenServe, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
100 Newtown Road

Requester's name and address (optional)

6 City, state, and ZIP code
Plainview, NY 11803

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** 2/10/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals w o are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Chris Rizzo Signature. _____

Title: Branch Manager Date: February 10, 2026

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-40
Wheaton, Illinois 60187-3978

LIMITATIONS ON THE AUTHORITY OF THE COUNTY OF DUPAGE TO CONTRACT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Limitations

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

Indemnification

DuPage County has no authority to provide an indemnity to a vendor. As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

Choice of Counsel, Waiver of Defenses

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

Payment Terms

The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et. seq.* apply to all purchases made by DuPage County. The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

Section III: Acceptance

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.

Receipt of the above ACCEPTANCE is hereby acknowledged by:

Printed Name: Chris Rizzo

Signature: _____

Title: Branch Manager

Date: February 10, 2026

	GenServe LLC References
1	
Company	BNSF Railway Corp
Contact	Stephen Merion
Title	Facilities Manager
2	
Company	Power Systems West
Contact	Rachelle Tridle
Title	Service Coordinator
3	
Company	Metra Rail Northern, IL Regional
Contact	Antonia McBride
Title	Accounts Payable
4	
Company	Pace Suburban Bus
Contact	Judy Fishman
Title	Senior Contract Administrator

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-40
Wheaton, Illinois 60187-3978

JOINT PURCHASING AGREEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Participation

If awarded, would your firm be willing to extend its bid to other DuPage County taxing bodies (e.g., school districts, townships, cities, and villages) for the purpose of Joint Purchasing in cases where the approximate quantity and/or usage is unknown?

☐ Yes

☒ No

Section III: Additional Requirements

If "Yes" in Section II above, please list below any desired additional requirements or specifications that are beyond those listed in the County's Bid.

_____

_____

_____

_____

Section IV: Joint Purchasing Limitations

If the County accepts this bid, the County and the Awarded Contractor will develop Joint Purchasing procedures. The County will distribute these Joint Purchasing procedures to the taxing bodies. Beyond that, the County will not be involved in the purchasing other than to receive a copy of the other taxing body's Purchase Order. The other taxing body's Purchase Order will reference the County's contract number. Invoicing and payments will be entirely between the other taxing bodies and the Awarded Contractor.

Section V: Certification

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Chris Rizzo Signature: _____

Title: Branch Manager Date: February 13, 2026

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

AWARDED CONTRACTOR DISCLOSURE

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Contractor Reporting

In accordance with 35 ILCS 200/18-50.2 the County requires the Awarded Contractor to provide (i) whether it is a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*) and (ii) whether the it or any of its subcontractors hold any certifications for those categories or if it or any of its subcontractors are self-certifying.

If self-certifying, the Awarded Contractor and its subcontractors shall disclose if it qualifies as a small business under federal Small Business Administration standards. Following award of a contract by the County, the Contractor shall complete the requested information for itself, and for each subcontractor within 60 calendar days of the date of award. If awarded, Contractor will enter information in the following website: https://mwv.dupageco.org/ or under the Procurement Division website under "Vendor Questionnaire" at https://www.dupagecounty.gov/purchasing/.

Section III: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Chris Rizzo Signature: _____

Title: Branch Manager Date: February 10, 2026

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-030-ETSB
COMPANY NAME:	GenServe, LLC
CONTACT PERSON:	Chris Rizzo
CONTACT EMAIL:	

Section II: Participation

Does the Bidder participate in an apprenticeship or training program for the type(s) of work or craft involved in the bid/project listed above?

- ☒ Yes
- ☐ No

If "Yes", read and complete Sections III-VI as required.

If "No", please complete by signing under Section VI.

Section III: Registration

Complete the table below providing the United States Department of Labor's ("USDOL") Bureau of Apprenticeship and Training registration number in compliance with subsequent terms and conditions provided in this section. For an example of a completed form, please see Apprenticeship or Training Program Certification Example. In addition, please attach the official USDOL Certificate of Registration to the solicitation submission. For an example of an official USDOL certification please see USDOL Certification Example.

COMPANY NAME	PRIME/SUB	SPONSOR NAME	TYPE OF WORK	USDOL REGISTRATION NO.
Genserve LLC	Prime	IAM Mechanics Union Local 701	Mechanic	

This contract requires all Bidders and all Bidders' Subcontractors disclose participation in apprenticeship or training programs that are (i) approved by and registered with the USDOL B reau of Apprenticeship and Training, and (ii) applicable to the work of the above indicated proposals or groups. Participating Bidders are required to complete the following certification:

- By filling out the Section III table above, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the Bidder will perform with its own employees. Exceptions for non-employees are listed in Section IV below.
- By filling out the Section III table above, the Bidder further certifies for work to be performed by subcontract that each of its Subcontractors submitted for approval either (i) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (ii) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- By filling out the Section III table above, the Bidder certifies the official name of each program sponsor holding the Certificate of Registration for all the types of work or crafts in which the Bidder is a participant and that will be performed by or in consultation with the Bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as "subcontract work." The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Section IV: Owners / Partners / Members

Please fill out the table below if any Bidder or Subcontractor individual owners, partners, or members (rather than employees) shall perform all or part of the work of the contract where prevailing rates of wages would be required.

COMPANY NAME	NAME OWNERS / PARTNERS / MEMBERS	POSITION TITLE OWNERS / PARTNERS / MEMBERS

Section V: Prime Responsibilities

The Bidder shall require this certification provision be included in all approved subcontracts. The Bidder shall be responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. At any time before or after award, the County may require the production of a copy of each applicable Certificate of Registration issued by the USDOL evidencing such participation by the Contractor and any or all its Subcontractors. To fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently accepting, or that it will accept, applications for apprenticeship, training, or employment during the performance of the work of this contract.

Section VI: Certification

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Chris Rizzo Signature:

Title: Branch Manager Date: February 10, 2026

IAM MECHANICS UNION LOCAL 701

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

AFFILILATED WITH A.F. of L. – C.I.O | CHICAGO FEDERATION OF LABOR

2650 N. FARNSWORTH AVE.
AURORA, ILLINOIS 60502

www.mech701.org

PHONE (708) 482-1720
FAX (708) 482-1750

Meeting First Wednesday – 7:30 p.m.

December 15, 2025

To Whom It May Concern,

I am writing this letter to certify that GENSERVE, LLC is a Union Company under contract with IAM Mechanics Union Local 701 IAMAW. Their current CBA has been in effect since April 13, 2024 and does not expire until April 12, 2027.

The Union employer code for GENSERVE, LLC is (18028A). The Company is in good standing with the Union and is up to date with all payments and benefits outlined in their current bargained agreement.

The Mechanics Local 701 Training Fund is a United States Department of Labor supervised labor/management training program founded in 2010. The Fund is subject to compliance with benefit requirements of the Employee Retirement Income Security Act of 1974 (ERISA); and, the United States Treasury Department Internal Revenue Service recognized 501(c)(3) tax-exempt educational trust. Website: local701training.org

If you have any other questions or concerns, feel free to contact me directly. Thank you.

Respectfully,

Walter A Emerson
Business Rep/Automotive Coordinator
IAM Mechanics Union Local 701 IAMAW
Email: wemerson@mech701.org
Cell: 1-815-219-0438

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
GenServe LLC
444 Randy Road, Suite B
Carol Stream, IL 60188

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices
same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
The County of DuPage
Procurement Division, Room 3-400, 421 North County Farm Road
Wheaton, IL 60187

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Furnish & Install 25Kw Fueled Generator - 26-030-ETSB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2026.

GenServe LLC
(Principal) *(Seal)*

(Witness)

By:
(Title)

Atlantic Specialty Insurance Company
(Surety) *(Seal)*

(Witness) Jessica L. Piccirillo

(Title) Victoria L. Ernest Attorney-in-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

intact INSURANCE

Surety Bond No: Bid Bond

Power of Attorney

Principal: GenServe LLC
Obligee: The County of DuPage

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Victoria L. Ernest**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of February, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

[intact] INSURANCE specialty solutions

Atlantic Specialty Insurance Company

Period Ended 12/31/2024

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	$ 2,894,094
Preferred Stocks	-
Common Stocks	987,702
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	383,175
Other Investments	36,178
Total Cash & Investments	4,301,149
Premiums and Considerations Due	350,792
Reinsurance Recoverable	60,063
Receivable from Parent, Subsidiary or Affiliates	11,764
All Other Admitted Assets	94,008
Total Admitted Assets	4,817,776

Liabilities and Surplus	
Liabilities	
Loss Reserves	$ 1,264,802
Loss Adjustment Expense Reserves	423,323
Total Loss & LAE Reserves	1,688,125
Unearned Premium Reserve	811,551
Total Reinsurance Liabilities	64,571
Commissions, Other Expenses, and Taxes due	75,922
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	1,121,125
Total Liabilities	3,761,294
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	476,697
Other Including Gross Contributed	570,784
Capital & Surplus	1,056,482
Total Liabilities and C&S	4,817,776

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2024, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 10th day of March, 2025.

Notary Public

KERRI RIECHERS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

ATLANTIC SPECIALTY INSURANCE COMPANY
CORPORATE SEAL
1986
NEW YORK

AWARDED CONTRACTOR CHECKLIST

The following checklist is provided to help the awarded Contractor ensure that its post-award requirements are completed on schedule. It is a reference document that does not need to be included in the final submission. All forms and websites are available for at:

https://www.dupagecounty.gov/government/departments/finance/procurement/contractor_forms_and_information.php. This information should be submitted to the Buyer assigned to this solicitation.

√	#	Deadline/Detail/Links	
☑	1	Certificate of Insurance	Due within 15 days of Notice of Intent to Award
☑	2	Payment & Performance Bonds	Due 15 days after Notice of Award
☑	3	Awarded Contractor Questionnaire	Due within 60 days of Notice of Award mwv.dupagecounty.gov
☑	4	Illinois Secretary of State Corporate/LLC Certificate of Good Standing for current year	Due within 15 days of Notice of Intent to Award http://www.cyberdriveillinois.com/departments/business_services/howdoi.html
☑	5	Prevailing Wage	Submit monthly certified transcript of payroll records as required by Illinois Department of Labor https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx

SAMPLE STANDARD CONTRACT

CONTRACT XX-XXX-XXX BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered this XX day of XXXXXXXX, 20XX, 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 _____ ***licensed to do business in the State of Illinois***, located at _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Quote #XX-XX-XX
for its _____ Department, located at the DuPage County Center, XXX N. County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the quote process and is willing to perform under the terms of the Request for Quote and 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 a part of the obligations undertaken by the parties:

1.1.a General Conditions

1.1.b Quote Form (including Certification/Quote, Signature Affidavit including Quote Pricing)

1.1.c Specifications

1.1.d County Purchase Order

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 documents control from top to bottom; i.e.," a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Request for Quote, the term of this Contract shall be a xxx (X) year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.

2.2 The Contract term is subject to renewal according to the Request for Quote Specifications.

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

3.0 TERMINATION

3.1 The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

3.2 If the County terminates this Contract because of the Contractor's breach or default, 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 quote or any unrelated contract

3.3 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.

3.4 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.4.a Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expense.

3.5 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT

4.0 QUOTE PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and/or services described in the Quote Specifications for the prices quoted on the Quote Form.

4.2 Original invoices must be presented for payment in the Request for Quote, including reference to the Quote 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.

5.0 LIENS, CLAIMS. AND ENCUMBRANCES

5.1 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.

6.0 AMENDMENTS

6.1 This Contract may be amended by mutual agreement.

6.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

7.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

7.1 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, including the States 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.

8.0 CONFIDENTIAL INFORMATION AND COUNTY PROPERTY

8.1 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.

9.0 NON-DISCRIMINATION

9.1 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.

10.0 PREVAILING WAGE

10.1 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. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. Contractor must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. Contractor must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms and Information page of DuPage County Procurement Services Division website at www.dupagecounty.gov/procurement or may request to use of an alternative format containing the same information with pre-approval by the Purchasing Officer (submit sample with Request for Quote).

10.2 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.

10.3 This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply

11.0 PREVAILING WAGE PRICE ADJUSTMENT

11.1 The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the quote may be adjusted to the then-current prevailing wage, and such adjustment shall govern the contract price during the renewal period. No adjustment will be made to the amount of mark-up

12.0 INDEMNITY

12.1 The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, 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, and any claims

that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

12.2 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.

12.3 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.

12.4 The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

13.0 NOTICE OF LAWSUIT

13.1 Within 5 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

14.0 SEVERABILITY CLAUSE

14.1 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.

15.0 TRANSFER OF OWNERSHIP OR ASSIGNMENT

15.1 The terms and conditions of this contract shall be binding upon and shall endure 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

16.0 FORCE MAJEURE

16.1 Each party to this Contract shall not hold the other liable for an extraordinary interruption of events, or damages caused by a natural event that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

17.0 GOVERNING LAW

17.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

18.0 ENTIRE AGREEMENT

18.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

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

18.3 Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County

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

THE COUNTY OF DUPAGE, ILLINOIS	**CONTRACTOR**
	SAMPLE CONTRACT – DO NOT SIGN
By: _____	By: _____
SIGNATURE	SIGNATURE
Valerie Calvente	
PRINTED NAME	PRINTED NAME
Chief Procurement Officer	
PRINTED TITLE	PRINTED TITLE
DATE	DATE