



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

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before June 3, 2022, at 2:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: APPLIANCES FOR ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM 22-065-CS. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	Bid Event Activity
May 12, 2022	Legal Notice Advertisement Placed
May 19, 2022 4:00 p.m. CT	Questions due to Buyer via email: donna.weidman@dupageco.org
May 26, 2022 4:00 p.m. CT	Final Q&A Addendum Published
June 3, 2022 2:30 p.m. CT	Submittals Due to Finance Office

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SECTION 1 – PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none"> 1. Original signed bid with one (1) PDF on Flash Drive 2. Section 7 – Bid Form Pricing 3. Section 8 - Bid Form Signature Page 4. Section 9 – Required Forms <ol style="list-style-type: none"> a. Bid Form acknowledging all addenda b. W-9 c. Required Vendor Ethics Disclosure Statement d. Ethics Statement / Agreement e. References f. Agreement to Attend Weatherization Trainings g. Certification Regarding Weatherization Materials h. Indemnity Clause Agreement i. Material Safety Data Sheets j. Change Order Process k. Weatherization Standards l. Agreement to Work m. Unacceptable Work Statement n. Minority, Small Business, Women-Owned Statement o. Joint Purchasing Agreement 5. \$1,000.00 Bid Security 6. List of Jurisdiction / Licenses 7. MBE/WBE Certification (if applicable)

AWARDED CONTRACTOR REQUIREMENTS	
Certificate of Insurance	Due within 15 days of Notice of Intent to Award
Prevailing Wage	As required by IL State Statue 820 ILCS 130 Current Prevailing Rates posted on Illinois Department of Labor website – https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx
Performance Bond	Due 15 days after Notice of Intent to Award
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
SAM.gov Verification of SAM.gov registration and good standing	Due within 15 days of Notice of Intent to Award https://sam.gov/search/?index= all&sort=-modifiedDate

SECTION 2 - INSTRUCTIONS TO BIDDERS

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

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

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

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

19) **PREVAILING WAGE:** Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and 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. You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes, Illinois Home Weatherization Assistance Program Field Standards Manual in effect at the time work commences, as updated by the State of Illinois from time to time, and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that 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's 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.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

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

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

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

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **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 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.).

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 or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, 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.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

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

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

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

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and Weatherization job 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.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is

not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid 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.

29) **TAX:** The County of DuPage 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.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure 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 the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) **BID SECURITY/PERFORMANCE BOND**

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of One Thousand Dollars (\$1,000.00), 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 not be read after it is opened.

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 an intended Awardee 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 Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to five percent (5%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

4) **CONTRACT TERM AND RENEWAL**

This contract shall be effective for a fifteen (15) month term period with a start date of 07/01/2022 and a completion date of 09/30/2023.

The contract shall be subject to three (3) additional one-year term period provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

5) **SPLIT BIDS:** Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.

- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

7) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

- 8) Fee will be maintained for the initial three-year period. Price adjustments for optional year four will be based on the previous year's CPI or three percent (3%), whichever is lower. The overall maximum term period of the contract shall not exceed four (4) years.

9) DELIVERY REQUIREMENTS:

All deliveries shall be made to various DuPage County locations as directed by DuPage County Weatherization staff. Old refrigerators shall be removed from the location by the bidder at no charge to the County. Deliveries shall be Monday through Saturday between the hours of 8:30 a.m. - 4:00 p.m.

Prior to delivery Contractor must give forty-eight (48) hour notice to Weatherization staff.

Miscellaneous items of work and materials necessary to the complete performance of the work shall be provided whether or not mentioned in the Specifications. They may include but are not limited to:

- Delivery and installation of new refrigerator, freezer, gas range, or electric range
- Level the unit to ensure proper operation
- Ensure that door hinges are on the appropriate side
- Instruct the customer on appliance operation
- Delivery warranties and operating manuals to the customer
- Set temperature controls appropriately
- Remove all packing materials from the client's home
- Remove the old appliance from the client's home
- Properly dispose of all replaced appliances.

10) **DISPOSAL REQUIREMENTS:** All refrigerators or freezers that are replaced must be removed from clients' homes upon delivery of the replacement units and properly disposed of in accordance with The Clean Air Act, USC Title 42, Section 7671g. This Act makes it unlawful for any person to dispose of refrigerants in a manner in which they will be allowed to enter the environment. All refrigerators or freezers removed from clients' homes must be taken to a recycling facility. Contractors must obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility. Contact the Weatherization Agency regarding nearest recycling facility or process. Refrigerators removed from clients' homes may not be sold, given away or returned to service in any manner. Please Note: An Appliance Decommissioning Certificate is acceptable in lieu of a Recycling Facility Certificate

11) **CONTRACTOR DATA PRIVACY POLICY:** The DuPage County Community Services Weatherization Program expects and requires that their contractors respect the privacy of the DCCSWP's respective clients, customers, employees, and other independent contractors and subcontractors (individually or collectively, the "Clients"), and that the DCCSWP's contractors take seriously their respective responsibilities regarding the security of information held on data subjects which in any way concerns or relates to the DCCSWP, the Clients, or any of them. This Data Privacy Policy has been created to generally describe the way in which the DCCSWP requires that their contractors strictly comply with and adhere to this Contractor Data Privacy Policy.

This Privacy Policy applies to all the DCCWSP contractors (individually or collectively, the "Contractors" and to the Contractors' respective employees, shareholders, members, partners, directors, governors, representatives, agents, subcontractors, independent contractors, vendors and suppliers (those last twelve categories, collectively, the "Employees").

The Contractors and their respective Employees shall comply with any and all applicable federal, state, county and municipal laws, statutes, ordinances, codes, orders, executive orders, decrees, rules, regulations, restrictions, directives, contracts and grants documents with regard to all data provided by, regarding or to the Agencies, the Clients, or any of them, this Bid, the subject matter of this Bid, and any and all data created, gathered, generated, used, accessed or acquired with regard to the DCCSWP, the Clients, this Bid, the subject matter of this Bid, or any of them; provided, however, that each Contractor receiving or responding in any manner to this Bid, whether by submitting a Bid, entering into an agreement with the DCCSWP, or otherwise, and who has at any time authorized or requested that any individual, firm, partnership, corporation, limited liability company, other entity, or any third party contacted by the DCCWSP, furnish to the DCCWSP, any information requested by the DCCWSP, for due diligence purposes and with regard to any information provided by the Contractor in any submission, proposal, documentation, response, disclosure or data with regard to the Bid, shall accept and assume any and all liability and responsibility for any and all such furnishing of information by any such third party to the DCCWSP and the Contractor warrants and covenants to indemnify and hold the DCCWSP Clients, and each of them, harmless from any and all liabilities and expenses incurred by the DCCWSP, Clients, or any of them, as a result of any act or omission of the Contractor or Employees with respect to such due diligence.

Contractor and their Employees shall only use personal data of any kind, type or nature which the Contractors, the Employees, or any of them, have collected in relation to the DCCWSP, the Clients, or any of them, where the Contractors and the Employees have the consent of the DCCWSP or the Clients, as applicable, when it is lawful to do so, and only so long as such data are limited to use for matters directly concerning the work performed or to be performed by that Contractor and the Employees, or any of them, for that Client or Clients, as specified in the Contractor's fully-executed agreement with the DCCWSP. No information, whether personal data or otherwise (which information shall include, but not be limited to, access to any Client or DCCWSP real or personal property, Client or DCCWSP contact information or directories, benefit or compensation administration or workforce management, performance management, performance reviews, Client eligibility for the DCCWSP administered or related program, development, training, budgeting, planning, security, security management, transaction process, or financial administration), with regard to any Client or the DCCWSP shall be used by the Contractors, the Employees, or any of them, for any other purpose absent the prior, express, written consent of the Client and the DCCWSP, as applicable.

Contractors and their Employees shall not collect, store, access, disseminate, distribute, publish or otherwise use personal data about any Client or DCCWSP without those parties' respective prior, express, written consent. Only authorized Contractors and their Employees with valid work-related needs may, at the sole and absolute discretion of the applicable Agencies, which discretion may be withheld, delayed or denied, be granted access to such data.

The DCCWSP may update this Privacy Policy from time to time. All material changes to this Privacy Policy shall be disseminated to Contractors (who shall be solely responsible for disseminating such changes to their Employees) through correspondent from the DCCWSP at least thirty (30) calendar days prior to the implementation of any such changes.

This Privacy Policy is divided into the following sections:

- What is Personal Data;
- Transfer of Personal Data;
- Security of Personal Data;
- Rights of a Data Subject to Personal Data Held by Contractors; and
- Enforcement of this Privacy Policy.

What is Personal Data: Personal data is any information that allows a specific individual to be identified. The type of personal data which the Agencies may collect include an individual's name, title, address(es), household income, phone number(s), and social security number.

Sensitive personal data is information relating to a data subjects, racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union, physical or mental conditions, sexual life, commission or alleged commission of any illegal or criminal act, offense or any proceeding for any offense committed or alleged to have committed by a data subject, the disposal of such proceeding, or the sentence of any court in any such proceeding.

Transfer of Personal Data: Contractors shall insure that they shall not under any circumstances transfer to or provide access to their Employees or any third parties with any personal data or sensitive personal data held by the DCCWSP with regard to any Client, absent the prior express written consent of the DCCWSP and that Client, and Contractors and their Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy.

Security of Personal Data: Contractors shall maintain in place appropriate technical and security measures necessary to prevent unauthorized or unlawful access to or accidental loss, destruction or damage of any personal data or sensitive personal data with regard to any Client, DCCWSP and shall insure that their Employees receive all relevant training with regard to fulfilling the respective Contractor's requirements and obligations under this Privacy Policy. These measures shall seek to ensure that the appropriate level(s) of security, consistent with this Privacy Policy, are maintained with regard to the use, handling, and processing, and the nature, of the personal data and sensitive personal data to be protected. Securely held personal data and sensitive personal data will only be accessible by authorized members of the Contractors' respective Employees, and each Contractor and its employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy. Contractor shall ensure that those Employees of Contractor with access to personal data or sensitive personal data are informed of their responsibility to protect the security of such data and fully and strictly adhering to and complying with this Privacy Policy. Contractors shall insure that their Employees' respective access to such data is controlled through data networks that use technologies such as password protection to restrict access only to authorized users.

Rights of a Data Subject to Personal Data Held by Contractors: Contractor will only keep such personal data and sensitive personal data for so long as such data are permitted by law to be kept, and only as directed relevant for the purpose(s) for which such data were collected. During such period of time, any Client or DCCSWP who is such a data subject may in writing contact the applicable Contractor at any time to request any and all information, copies of such data and related documents, or any of them, concerning the personal data, sensitive personal data, or all of them, in Contractor's possession or control, regarding him, her or its Clients, as applicable, all information in the possession, use or control of such Contractor as to the source of such personal data, the purposes for which such data are being used, and all other relevant information, and the Contractor shall provide to such data subject all such data and documents requested and in the possession, use or control of Contractor within ten (10) calendar days following such request. Additionally, any data subject may request in writing that the Contractor correct, update, supplement or delete such personal data held regarding the, together with the basis for such correction, updating, supplementation or deletion, as applicable, and any documentation supporting or regarding any such correction, updating, supplementation or deletion, as applicable. Contractor shall abide by such request(s) to the greatest extent possible, and Contractor shall, in no more than ten (10) calendar days following such request, confirm in writing to such data subject and in sufficient detail the nature and extent of Contractor's addressing such request.

Enforcement of This Privacy Policy: The DCCSWP is responsible for and shall jurisdiction over the enforcement—as determined by the DCCSWP and with regard to any Contractor with the DCCSWP has any relationship pursuant to this Bid, the agreement, or either of them—of this Privacy Policy. If any data subject has a question or enquiry about this Privacy Policy or a complaint about the way any Contractor may have used his, her or its Clients' respective personal data or sensitive personal data, he, she or it should contact the DCCSWP for assistance.

12) INSPECTIONS: The County reserves the right to visit and inspect the premises and operation of any Contractor. The Contractor shall be responsible for all goods rejected by County of DuPage and returned to Contractor. The Contractor will initiate damage claims against carrier and/or manufacturers in the event of County of DuPage's non-acceptance. The Contractor shall replace or adjust the cost of all rejected items.

13) MANUALS: Contractor shall supply one (1) parts book, one (1) service and repair manuals and one (1) operator's manual with unit at time of delivery.

14) INVESTIGATION OF BIDDERS: The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies like that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the Contractor does not fully demonstrate its ability to carry out the obligations of the contract.

15) LITERATURE: Contractor must supply with their bid the latest printed specifications and advertising literature on the equipment they propose to furnish.

16) PARTS & MATERIAL: Any parts or material that may be required due to the services requested under shall be provided at the Contractor's expense. Items that remain as part of the repair, installation or work provided are considered billable parts and material. The County will not pay for "trade consumables" which should be included as overhead in the prices. Any costs for factory support or manufacturer's authorized service will be the obligation of the successful bidder.

17) PERMITS, FEES, AND NOTICES: The Awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

18) PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE: All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand. It is agreed that 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's 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 order/contract and (3) be returned upon request.

19) SUBCONTRACTORS: All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all wage requirements. The County of DuPage reserves the right to reject any or all subcontractors.

20) TRAINING: Contractor will also provide training for new installs on equipment.

EXTENDED WARRANTY OPTIONS: Attach additional information, if available, to your bid submittal.

PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

SECTION 5 – INSURANCE REQUIREMENTS

The 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.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage 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 A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage 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 DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

The Owner, Engineer and Landowner (if applicable) shall each be named as an additional insured on each of the insurance policies provided by Contractor under the insurance requirements.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance 1) An Additional Insured Endorsement as well as endorsements for: 2) Waiver of Subrogation and 3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

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

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: donna.weidman@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to

the completion of any contract, at least 30 days prior to expiration.

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

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

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.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

DuPage County is accepting sealed bids for the Department of Community Services for Appliances for Illinois Home Weatherization Assistance Program for weatherization of approximately 130 homes or fewer. Depending on available funds, for the period of July 1, 2022 through September 30, 2023. All materials and labor must have a bid price. Any bid sheet that does not list a price for material and/or labor shall be deemed non-responsive. All work must be completed by September 30, 2023.

There is no expressed or implied obligation to Agency to reimburse responding bidders for any expenses incurred in preparing bids in response to this request.

ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM/LIHEAP FURNACE ASSISTANCE PROGRAM: All vendors must obtain and register their DUNS number on Sam.Gov. All vendors must be in good standing with no disbarment to participate in the DuPage County Weatherization and LIHEAP Furnace Assistance Programs.

This bid is to furnish, deliver and install appliances (Energy Star Refrigerators and Freezers, Gas Ranges) with Proper Disposal for the DuPage County Department of Community Services, located at 421 North County Farm Road, Wheaton, Illinois, 60187.

Replacement Refrigerators and Freezers shall be Energy Star rated. At a minimum, replacement models must meet Federal National Appliance Energy Conservation Act (NAECA) ratings. All replacement refrigerators and freezers must meet the UL-250 standard.

All new replacement appliances must have a fifteen-year expected life. The warranty on all replacement refrigerators must meet or exceed a one-year full warranty on parts and labor and a minimum five-year warranty on the compressor.

Replacement refrigerators should have the following features:

- Freezer on top
- Auto defrost
- Standard shelving
- No ice maker
- No water dispenser
- Reversible doors
- Easy-roll wheels
- Up-front controls

Replacement freezers should have the following features:

- Energy Star Rated

Replacement Ranges should have the following features:

- Electronic Ignition
- Front controls
- Broiler drawer

The contractor shall:

- Deliver and install the new appliance
- Level the unit to ensure proper operation
- Ensure that door hinges are on the appropriate side
- Instruct the customer on appliance operation

- Delivery warranties and operating manuals to the customer
- Set temperature controls appropriately
- Remove all packing materials from the client's home
- Remove the old appliance from the client's home
- Properly dispose of all replaced appliances

All refrigerators or freezers that are replaced must be removed from clients' homes upon delivery of the replacement units and properly disposed of in accordance with The Clean Air Act, USC Title 42, Section 7671g. This Act makes it unlawful for any person to dispose of refrigerants in a manner in which they will be allowed to enter the environment.

All refrigerators or freezers removed from clients' homes must be taken to a recycling facility. Contractors must obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility. Contact the Weatherization Agency regarding nearest recycling facility or process.

Refrigerators or freezers removed from clients' homes may not be sold, given away or returned to service in any manner.

During the evaluation process Agency reserves the right, where it may serve the Agency's best interest to request additional information or clarification from bidders or to allow corrections of errors or omissions.

It is anticipated the selection of successful bidder(s) will be completed by June 28, 2022. Following the selection of successful bidders(s) letters will be sent to all bidders notifying them of the selection. Bidders will have five (5) working days from the date of the notification letter to protest the selection. If no written protest is received within the five (5) days, the selection will be considered final and the award made. The award may be made even if a protest is submitted within the time specified, if Agency believes the protest is without merit.

Any contract arising out of this bid may be canceled by Agency if the contractor fails to perform any of the items specified according to policy and procedural manuals issued by the Office of Energy Assistance Weatherization program. Should the bidder post a performance bond it will be forfeited to the Agency in the event of failure to perform any provision of the agreement. The contractor may cancel the agreement with 30 days written notice. Such will be construed as failure to perform.

REFRIGERATORS
The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit (Energy Star Rated). The Contractor shall only provide Energy Star Rated according to IHWAP standards manual and EPA guidelines. Sizes and quantities are approximate.
15.0-15.9 cubic foot (White/Black, top freezer)
16.0-16.9 cubic foot (White/Black, top freezer)
18.0-18.9 cubic foot (White/Black, top freezer)
20-.0-20.9 cubic foot (White/Black, top freezer)

FREEZERS

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit (Energy Star Rated). The Contractor shall only provide Energy Star Rated according to IHWAP standards manual and EPA guidelines. Sizes and quantities are approximate.

17.0-17.9 cubic foot (white, upright)

20.0-20.9 cubic foot (white, upright)

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit (Energy Star Rated). The Contractor shall only provide Energy Star Rated according to IHWAP standards manual and EPA guidelines. Sizes and quantities are approximate

10.0-10.9 cubic foot (white chest freezer)

RANGES

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit. Sizes and quantities are approximate.

30" Freestanding (White/Black gas)

The Contractor shall deliver, install, and set up these units, also includes removal and disposal of existing unit. The Contractor shall only provide ranges according to IHWAP standards manual. Sizes and quantities are approximate.

30" Freestanding (White/Black electric)

TERMS AND CONDITIONS OF CONTRACT

PART II TERMS AND CONDITIONS COVERING CONTRACTS FOR SERVICE TO DUPAGE COUNTY

In additions to any conditions specified in Part I, of this Contract is subject to all the conditions listed below. Waiver of any of these conditions must be upon the express written approval of any authorized official representative of DuPage County Community Development, (hereinafter referred to as the AGENCY), and such waiver shall be made a part of this Contract.

1. Termination of Contract

a. Termination Due to Loss of Funding

This contract shall terminate in full or in part at the discretion of the AGENCY, in the event that the AGENCY, suffers a loss of funding or termination of the state grant through the Department of Commerce and Economic Opportunity which permits it to fund, in full or in part, the AGENCY so that it is unable to make a payment to the Contractor. In the event the AGENCY suffers such a loss of funding in full or in part, the AGENCY shall give the Contractor written notice which shall set for the effective date of full or partial termination.

b. Termination of Cause

If the AGENCY determines that the Contractor has failed to comply with the special conditions and/or the general terms and conditions of the Contract, the AGENCY may terminate the contract in whole, or in part, or at any time before the date of completion. The AGENCY shall promptly notify the Contractor in writing of the determination to terminate, the reasons for such termination and the effective date of the termination.

c. Termination of Convenience

The AGENCY or the Contractor may terminate the contract in whole, or in part, when the AGENCY and Contractor agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The AGENCY and the Contractor shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel many outstanding obligations as possible. The AGENCY shall allow full credit to the Contractor for the AGENCY share of the noncancellable obligations, properly incurred by the Contractor prior to termination.

2. Suspension

If the Contractor fails to comply with the special conditions of the contract, the AGENCY may, after notice to the Contractor, suspend the contract and withhold further payments or prohibit the Contractor from incurring additional obligations, in accordance with provision one (1) hereof. The AGENCY may determine to allow such necessary and proper costs, which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

3. Changes

The AGENCY may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes which are mutually agreed upon by and between the AGENCY and the Contractor, must be incorporated in written amendments to this Contract.

4. Rules and Regulations Governing this Agreement

The Contractor shall abide by the following acts, Regulations, Handbooks and AGENCY instructions and policy letter, which are available upon request, as all of the foregoing may from time to time be amended or modified.

- a. Department of Commerce and Economic Opportunity – WX State Plan
- b. Department of Commerce and Economic Opportunity – WX Procedure and Technical Assistance Letters
- c. Illinois Administrative Code – Standard Grant Administrative Rules
- d. Programmatic and Administrative Manual Procurement Standards
- e. Civil Rights Act
- f. Fair Labor Standards Act

- g. Equal Employment Opportunity Act (E.O. 11246)
- h. Illinois Minimum Wage Act
- i. Rights to Inventions Made Under a Contract or Agreement
- j. Byrd Anti-Lobbying Amendment (31USC 1352)
- k. Debarment and Suspension (E.O.'s 12549 and 12689)
- l. Metric Conversion Act (15 USC 205)
- m. Resource Conversion and Recovery Acts (40 CFR parts 247-254)
- n. Federal Election Campaign Laws (Hatch Act)
- o. Clean Air Act (42 USC 7401 eq seq)
- p. Contract Work Hours and Safety Standards Act (40 USC 327-333)
- q. Copeland (Anti-Kickback) Act (18 USC 874 and USC 276c)
- r. Intergovernmental Personnel Act
- s. Illinois Child Labor Laws
- t. Illinois Human Rights Act
- u. Federal Management Circular A-110
- v. Illinois Grant Recovery Act
- w. Job Training Partnership Act
- x. Occupational Safety and Health Act
- y. Age Discrimination Act
- z. Section 504 of the Rehabilitation Act
- aa. Illinois Fair Employment Practices Act
- bb. Agency Procurement Policies and Policy Letters

5. Bribery

The Contractor certified that neither he/she nor an officer of his/hers has been convicted of bribery or attempting to bribe an officer or employee of this AGENCY, nor has the Contractor or an officer of his/hers made an admission of guilt of such conduct which is a matter of record.

6. Discrimination

The AGENCY and Contractor shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination in accordance with the Illinois Human Rights Act.

7. Religious Activity

There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this contract.

8. Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes the State and local government.

9. Acceptance

The terms and conditions of this Agreement are accepted and entered into by the parties herein named. Both parties agree that the General Terms and Conditions and the Supplemental Terms and Conditions (see attachment) are presented in the original Request for Proposal are included as part of this agreement.

PART B: SUPPLEMENTAL TERMS AND CONDITIONS

I. General Information

A. Acceptance of Bid / Proposal Content

Acceptance of the bid / proposal of the successful bidder will become contractual obligations if procurement action ensues.

B. Certification of Independent Price Determination

By signing this bid/proposal, the bidder/proposer certifies and in the case of a joint bid/proposal each party thereto certifies as to its own organization that in connection with this procurement.

1. The price(s) in this bid/proposal have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder/proposal or any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have been knowingly disclosed by the bidder/proposer and will not be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement directly or indirectly to any bidder/proposer or any competitor.
3. No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not submit a bid/proposal for the purpose of restricting competition.
4. Each person signing this bid/proposal certifies that they are the person in the bidder's/proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated and will not participate in any action contrary to "B.1 through B.3" above.

II. Illustration Work Specifications

Certification of Independent Price Determination:

By signing this bid/proposal, the bidder/proposer certifies and in the case of a joint bid/proposal each party therein certifies as to its own organization that regarding this procurement; The *price(s)* in this bid/proposal have been arrived at independently without consultation, communication or agreement or the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the *prices* which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not be disclosed by the bidder/proposer not be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement directly or indirectly to any other bidder/proposer or to any competitor.

No attempt has been made or will be made by bidder/proposer to induce any other person or firm to submit or not submit bid/proposal for the purpose of restricting competition.

Each person signing this bid proposal certifies that He/She is the person in the bidder's/proposer's organization responsible for the decision as to the prices being offered herein and that he/she not participated and will not participate in any action contrary to above.

Cf R > Title 10 > Chapter II > Subchapter D > Part 440 > Appendix A_to_parL440 10 CFR Appendix A to Part 440, Standards for Weatherization Materials CFR Authorities (U.S. Code) Appendix A to Part 440 - Standards for Weatherization Materials the Following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations: Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation - organic fiber - conformance to Interim Safety Standard In 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use - Attic Floor - Insulation Materials Intended for exposed use in attic floors shall meet the same flammability requirements given for cellulose Insulation In 16 CFR part 1209;

Enclosed spaces - insulation materials Intended for use within enclosed stud or joist spaces shall meet the smoldering combustion requirements in 16 CFR part 1209,

The following standards which are not otherwise set forth in part 440 are Incorporated by reference and made a part of part 440. The following standards have been approved for Incorporation by reference by the Director of the Federal Register In accordance with U.S.C. 552(a) and 1 1 CFR part 51. These materials are Incorporated as they exist on April 5, 1993, and a notice of any change in these materials will be published In the Federal Registrar. The standards Incorporated by reference are available for Inspection at the National Archives and Records Administration (NARA). For Information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal-register/code-of-federal-regulations/lbr_locations.html.

The standards Incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209, (703) 524-8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400, American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642-4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705-7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202-1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D Streets, SW, Washington, DC 20407; (202) 708-5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525-9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037; (202) 457-8400.

SECTION 7 - BID FORM PRICING

NO	ITEM	UOM	QTY	MODEL#	PRICE	EXTENDED PRICE
Refrigerator (Energy Star Rated)						
1	15.0 - 15.9 cubic foot (White/Black, Top Freezer)	EA	4	GTE17GT NRWH	\$ 1,349.00	\$ 5,396.00
2	16.0 - 16.9 cubic foot (White/Black, Top Freezer)	EA	6	GTE17GT NRWH	\$ 1,349.00	\$ 8,094.00
3	18.0 - 18.9 cubic foot (White/Black, Top Freezer)	EA	10	Frigidaire FFHT1814 WB	\$ 1,298.00	\$ 12,980.00
4	20.0 - 20.9 cubic foot (White/Black, Top Freezer)	EA	14	Frigidaire FFHT2045 VW	\$ 1,581.00	\$ 22,134.00
Upright Freezer (Energy Star Rated)						
5	17.0 - 17.9 cubic foot (White, upright)	EA	3	GE 17.3 cu ft FUF17DLRWW	\$ 1,382.00	\$ 4,146.00
6	20.0 - 20.9 cubic foot (White, Upright)	EA	3	GE 21.3 cu ft FUF21DLRWW	\$ 1,613.00	\$ 4,839.00
Chest Freezer (Energy Star Rated)						
7	10.0 - 10.9 cubic foot (White)	EA	3	Frigidaire FFCS0922AW	\$ 727.00	\$ 2,181.00
Gas Range						
8	30" Freestanding (White/Black)	EA	5	GE JGBS60DEKWW	\$ 1,055.00	\$ 5,275.00
Electric Range						
9	30" Freestanding (White/Black)	EA	2	GE JBB45DKWW	\$ 1,161.00	\$ 2,322.00
GRAND TOTAL						\$ 67,367.00
GRAND TOTAL (In words)	SIXTY SEVEN THOUSAND THREE HUNDRED SIXTY SEVEN 00/100 -					

NOTES: ITEM #1 - NOT AVAILABLE IN THIS SIZE. WE ARE QUOTING SAME AS ITEM #2.

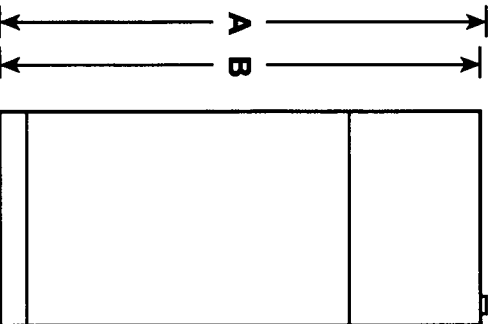
ITEM #7 - THIS ITEM IS NOT E-STAR

GTE17GTN/GSN

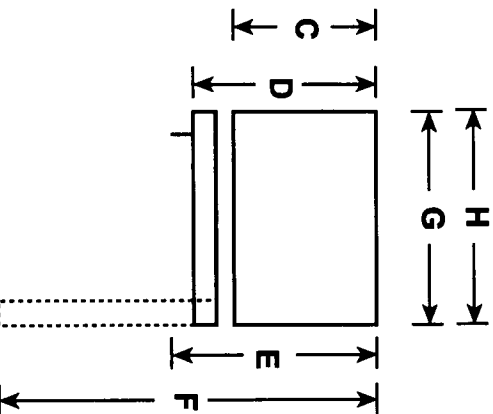
GE® ENERGY STAR® 16.6 Cu. Ft. Top-Freezer Refrigerator

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

OVERALL DIMENSIONS	
Height to top of hinge (in.) A	64-3/4
Height to top of case (in.) B	64-1/4
Case depth without door (in.) C	26-3/4
Case depth less door handle (in.) D	30-1/2
Case depth with door handle (in.) E	32-5/8
Depth with fresh food door open 90° (in.) F	57
Width (in.) G	28
Width with door open 90° with door handle (in.) H	30-5/8
Each side (in.)	3/4
Top (in.)	1
Back (in.)	1



FRONT VIEW



TOP VIEW



For answers to your Monogram, GE® CAFE® Series, GE Profile™ Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



Listed by
Underwriters
Laboratories



As an ENERGY STAR® partner, GE has determined that this product meets the ENERGY STAR guidelines for energy efficiency.

UNE 1 + 2

GTE17GTN/GSN

GE® ENERGY STAR® 16.6 Cu. Ft. Top-Freezer Refrigerator

FEATURES AND BENEFITS

#1 in Quality and Dependability – Among 14-18 cu. ft. refrigerators based on an independent study of property maintenance personnel.

Source: The Stevenson Company, 2016—Market research company with over 20 years of experience in the appliance industry

LED lighting – Find all your favorite foods under natural-looking light

Edge-to-edge glass shelves – Enjoy a polished look and easy-access cleaning with edge-to-edge shelves that extend the full width of the refrigerator

Sliding deli drawer – Enjoy greater flexibility in your fridge and easily create more space for tall items with an innovative drawer that can be positioned wherever you prefer

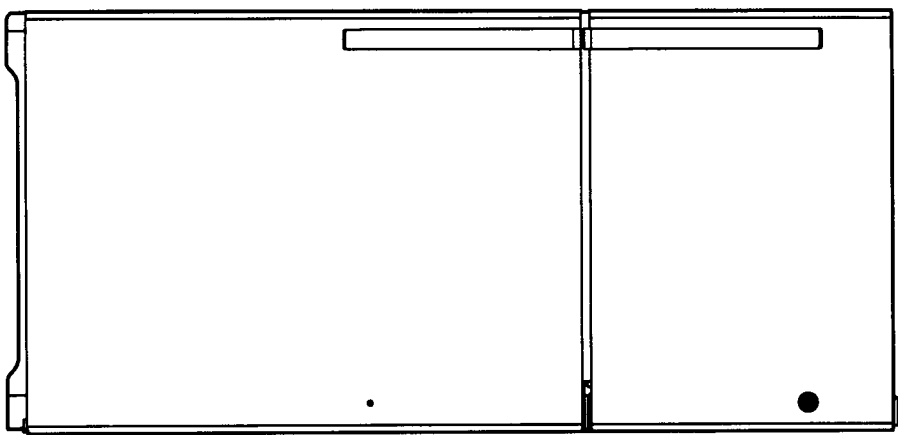
Adjustable wire freezer shelf – Easily adjusts between two positions to accommodate items of all shapes and sizes

Upfront temperature controls – Easy-to-use controls regulate both fresh food and freezer sections

Model GTE17GTNRRWW – White

Model GTE17GTNRRBB – Black

Model GTE17GSNRRSS – Stainless steel



ADA
COMPLIANT

UFAS
COMPLIANT



As an ENERGY STAR® partner, GE has determined that this product meets the ENERGY STAR guidelines for energy efficiency.





Top Freezer Refrigerator

18.3 Cu. Ft. Top Freezer Refrigerator

FFHT1814WW, FFHT1814WB

Available Colors : White, Black

Version : 11/21

Refrigerator

Air Filter Ready	Yes
Crisper Color	Clear
Door Bin Color	White
Interior Lighting	LED
Shelf Material	Wire
Number of Adjustable Gallon Door Bins	1
Number of Fixed 2 Liter Door Bins	2
Number of Adjustable Shelves	2
Number of Crispers	2

Freezer

Automatic Defrost	Yes
Door Bin Color	White
Shelf Material	Glass
Number of Fixed Door Bins	2
Number of Adjustable Shelves	1

Ice Maker

Ice Maker Ready	Yes
-----------------	-----

Controls

Control Location	Top Center of Fresh Food
------------------	--------------------------

Exterior

Door Finish	Textured
Door Swing	Reversible

Dimensions and Volume

Height With Hinge	66 3/8"
Height Without Hinge	65 7/8"
Width	30"
Width of Cabinet	30"
Depth of Cabinet	26 5/8"
Depth With Door	30 3/8"
Depth With Door 90° Open	57"

Depth With Door and Handle	30 3/8"
Freezer Capacity	4.9 Cu. Ft.
Fresh Food Capacity	13.4 Cu. Ft.
Total Capacity	18.3 Cu. Ft.

Electrical Specifications

Amps @ 120 Volts	3 Amps
Minimum Circuit Required	15 Amps

General Specifications

Annual Energy	369 kWh
Refrigerant Type	R-600A
Warranty - Labor	1 Year
Warranty - Parts	1 Year

Certifications and Approvals

ADA Compliant	Yes
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Performance Certifications and Approvals

ENERGY STAR Certified	Yes
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Safety Certifications and Approvals

UL Listed	Yes
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Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

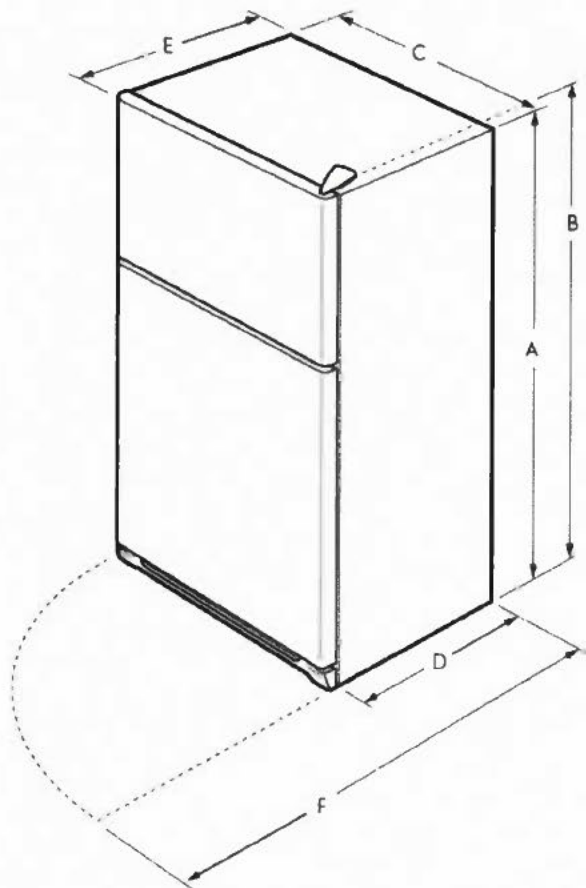
Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com / frigidaire.ca

Specifications subject to change. Accessories information available on the web at frigidaire.com / frigidaire.ca

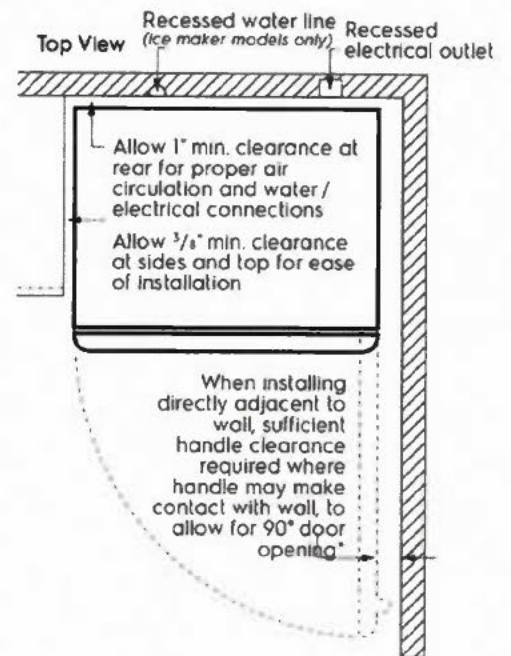
18.3 Cu. Ft. Top Freezer Refrigerator

FFHT1814WW, FFHT1814WB

Version : 11/21



A	65 ⁷ / ₈ "
B	66 ³ / ₈ "
C	30"
D	26 ⁵ / ₈ "
E	30 ³ / ₈ "
F	57"



* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. (Absolute 3' minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com / frigidaire.ca

Specifications subject to change. Accessories information available on the web at frigidaire.com / frigidaire.ca

LINE 4



Top Freezer Refrigerator

20.0 Cu. Ft. Top Freezer Refrigerator

FFHT2045VS, FFHT2045VW, FFHT2045VB,
FFHT2045VD

Available Colors : Stainless Steel, White, Black,
Black Stainless Steel

Version : 11/21

Refrigerator

Air Filter Ready	Yes
Crisper Color	Clear
Door Bin Color	Clear
Humidity Controls	Automatic
Interior Lighting	LED
Shelf Material	Glass
Number of Fixed Gallon Door Bins	3
Number of Adjustable Shelves	2
Number of Crispers	2

Freezer

Automatic Defrost	Yes
Baskets / Bins Color	Clear
Shelf Material	Glass
Number of Fixed Door Bins	2
Number of Adjustable Shelves	1

Ice Maker

Ice Maker	No
Ice Maker Ready	Yes

Controls

Digital Display	No
-----------------	----

Dimensions and Volume

Height With Hinge	66 3/8"
Height Without Hinge	65 7/8"
Width	30"
Width of Cabinet	30"
Depth of Cabinet	28 1/4"
Depth With Door	32"
Depth With Door 90° Open	58 5/8"
Depth With Door and Handle	32"
Freezer Capacity	5.4 Cu. Ft.
Fresh Food Capacity	14.6 Cu. Ft.

Total Capacity	20 Cu. Ft.
----------------	------------

Electrical Specifications

Minimum Circuit Required	15 Amps
--------------------------	---------

General Specifications

Annual Energy	385 kWh
Refrigerant Type	R-600A
Warranty - Labor	1 Year
Warranty - Parts	1 Year

Certifications and Approvals

ADA Compliant	Yes
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Performance Certifications and Approvals

ENERGY STAR Certified	Yes
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Safety Certifications and Approvals

UL Listed	Yes
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Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com / frigidaire.ca

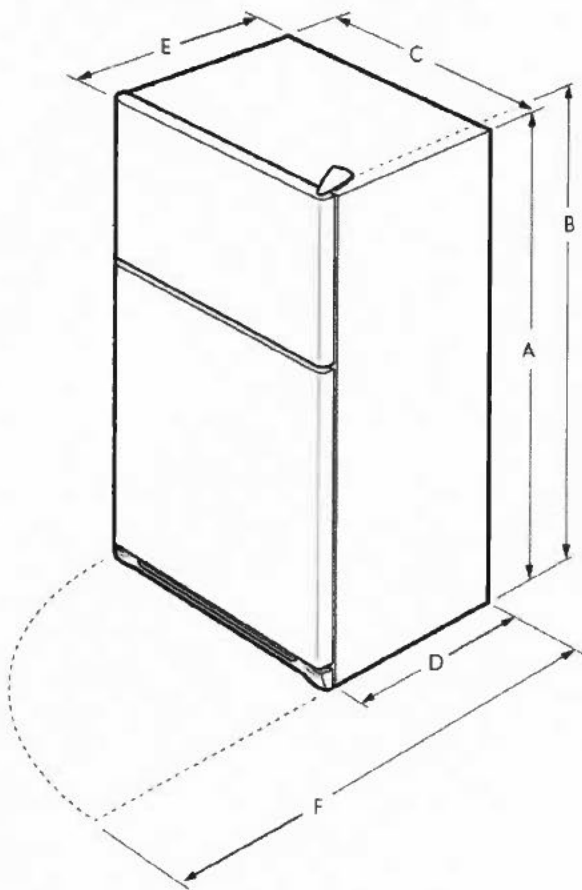
Specifications subject to change. Accessories information available on the web at frigidaire.com / frigidaire.ca

LINE 4

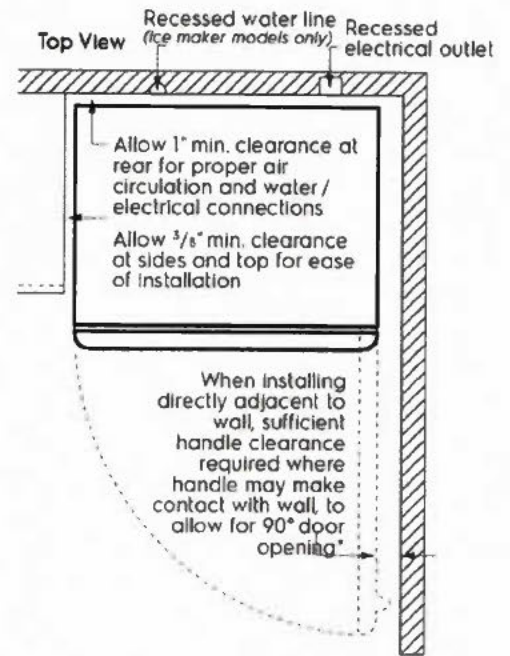
20.0 Cu. Ft. Top Freezer Refrigerator

FFHT2045VS, FFHT2045VW, FFHT2045VB,
FFHT2045VD

Version : 11/21



A	65 ⁷ / ₈ "
B	66 ³ / ₈ "
C	30"
D	28 ¹ / ₂ "
E	32"
F	58 ⁵ / ₈ "



* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. (Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes.

Refer to Product Installation Guide for detailed installation instructions on the web at frigoire.com / frigoire.ca

Specifications subject to change. Accessories information available on the web at frigoire.com / frigoire.ca

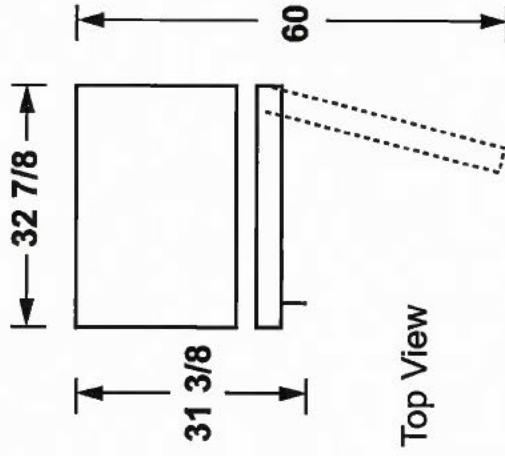
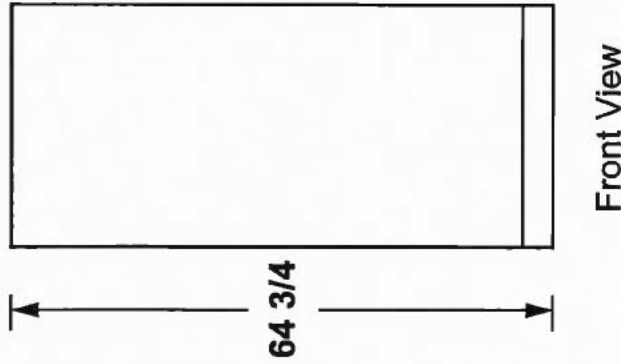
LINE 5

FUF17DLR

GE® 17.3 Cu. Ft. Capacity Frost-Free Upright Freezer

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

AIR CLEARANCE	
Each side (in.)	3
Top (in.)	3
Back (in.)	3



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



FUF17DLR

GE® 17.3 Cu. Ft. Capacity Frost-Free Upright Freezer

FEATURES AND BENEFITS

ENERGY STAR® qualified

LED interior lighting – Automatically illuminates when door is open

Lock with key – Allows you to protect your valuable food items from unintentional entry

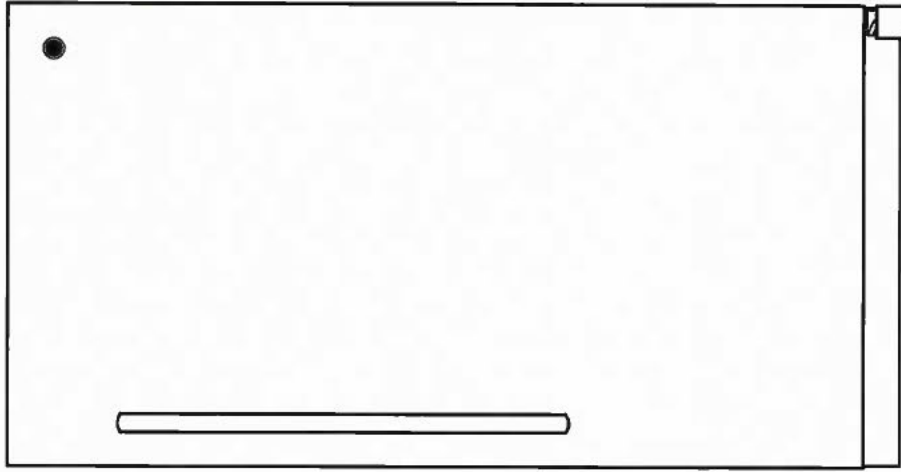
Exterior electronic temperature control – Easy adjust the temperature and avoid releasing cold air by opening the door

4 glass, 2 adjustable freezer shelves

4 full-width clear freezer door bins

3 clear freezer drawers

Model FUF17DLRWW – White



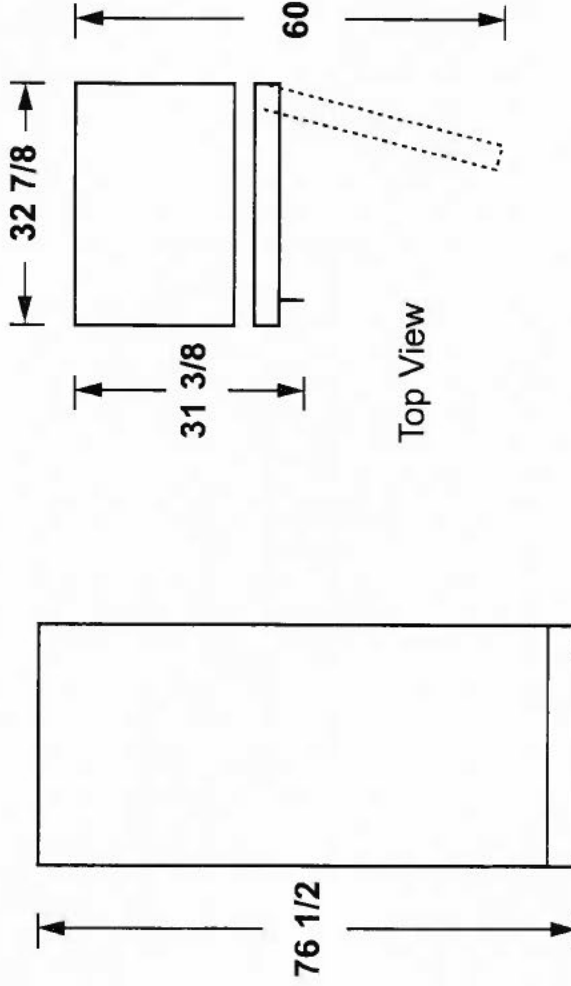
For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.

FUF21DLR

GE® 21.3 Cu. Ft. Capacity Frost-Free Upright Freezer

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

AIR CLEARANCE	
Each side (in.)	3
Top (in.)	3
Back (in.)	3



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.

LINE 6

FUF21DLR

GE® 21.3 Cu. Ft. Capacity Frost-Free Upright Freezer

FEATURES AND BENEFITS

ENERGY STAR® qualified

LED interior lighting - Automatically illuminates when door is open

Lock with key - Allows you to protect your valuable food items from unintentional entry

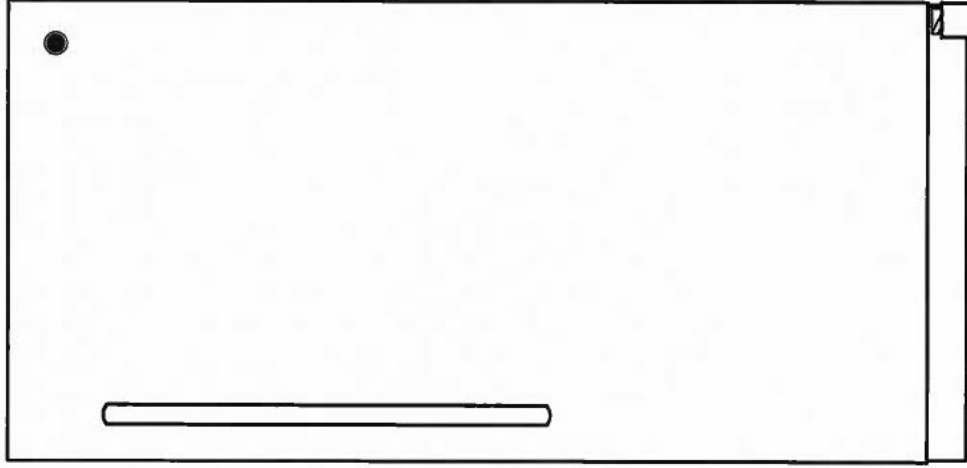
Exterior electronic temperature control - Easy adjust the temperature and avoid releasing cold air by opening the door

4 glass, 2 adjustable freezer shelves

4 full-width clear freezer door bins

3 clear freezer drawers

Model FUF21DLRWW - White



For answers to your Monogram, GE Café™ Series, GE Profile™ Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.

LINE 7

FRIGIDAIRE

FFCS0922AW

Available Colors : White

Version : 06/20

Chest Freezer

8.7 Cu. Ft. Chest Freezer



Product Specifications

Certifications & Approvals

CSA Listed	Yes
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Freezer

Baskets / Bins Color	Wire
Interior Lighting	LED light
Manual Defrost	Yes
Number of Baskets / Bins	1

Controls

Control Location	Front bottom right
Control Type	Mechanical
Power On/Off	Yes

Electrical Specifications

Minimum Circuit Required (Amps)	15
Power Cord Location	Rear bottom right

General Specifications

Leveling Legs	Yes
Prop 65 Label	Yes
Refrigerant Type	R600

Dimensions and Volume

Depth With Door	24 3/8"
Height With Lid	33 3/8"
Shipping Weight (lbs)	84
Total Capacity (Cu. Ft.)	8.7
Width	37 5/8"

NOT ENERGY STAR

Note: For planning purposes only. Always consult local and national electric, gas and plumbing codes. Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com / frigidaire.ca. Specifications subject to change. Accessories information available on the web at frigidaire.com / frigidaire.ca.

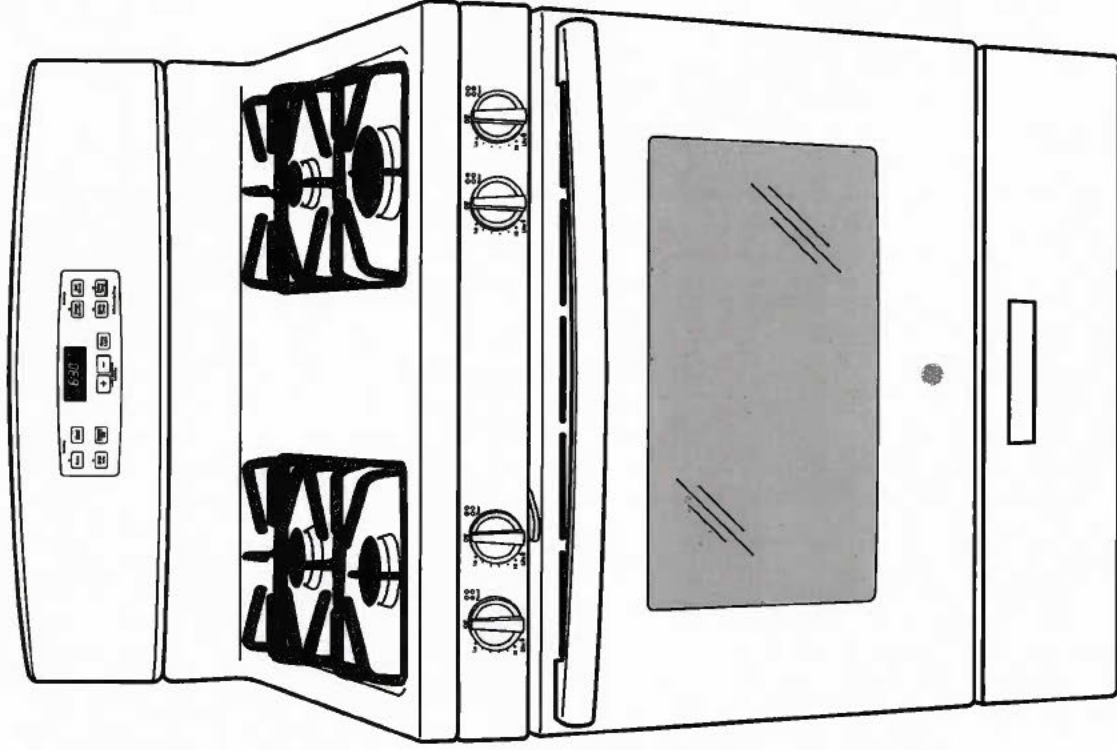
LINE 8

JGBS60DEK

GE® 30" Free-Standing Gas Range

FEATURES AND BENEFITS

- 13,000 BTU burner - Delivers a wide range of heat output ideal for most cooking requirements
- Precise Simmer burner - Delicate foods don't burn with low, even heat
- Sealed cooktop burners - Contain spills and make cleaning quick and easy
- Black matte steel grates - Enjoy a high-end look with a durable, matte coating
- Standard clean oven - Smooth surface makes cleaning by hand easier
- 4.8 cu. ft. oven capacity - Enough room to cook an entire meal at once
- Flexible broiling - Use any sized pan under the broiler for maximum broil flexibility
- Sabbath Mode
- Model JGBS60DEKBB - Black on black
- Model JGBS60DEKWW - White on white
- Model JGBS60DEKCC - Bisque on bisque



LINE 9

JB645DK

GE® Series 30" Free-Standing Electric Range

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

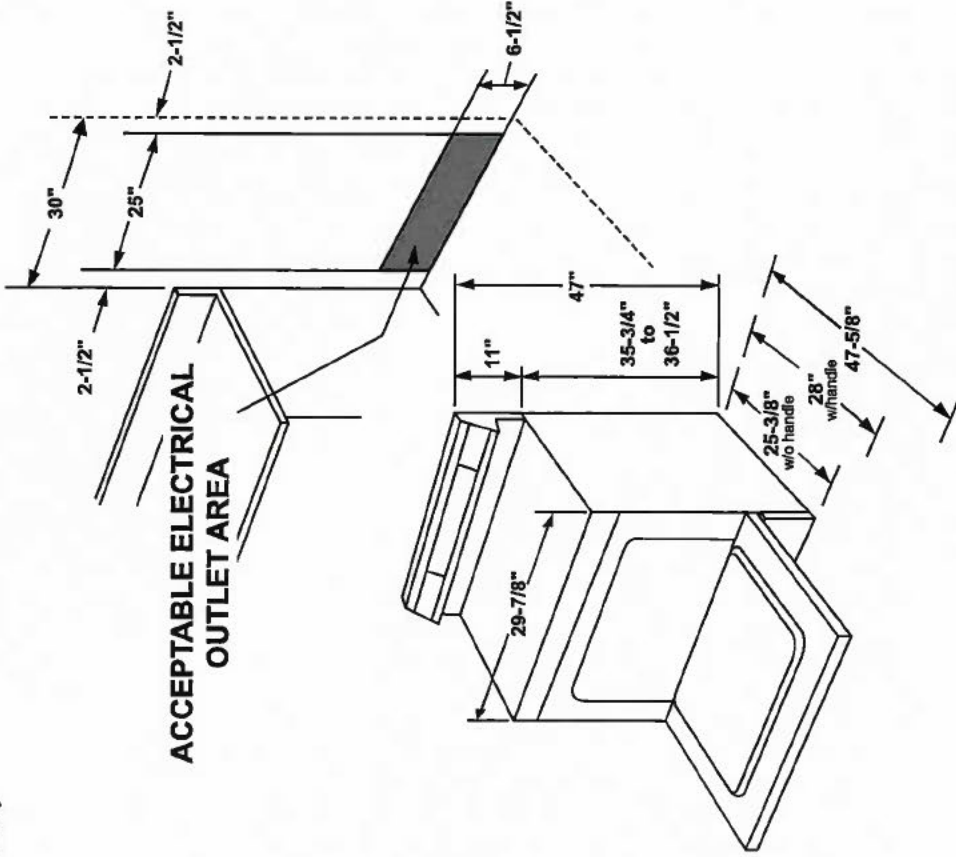
RECEPTACLE LOCATIONS: Locally approved flexible service cord or conduit must be used because terminals are not accessible after range installation. See shaded area in drawing for location of electrical outlet box. Recommended outlet locations allow range to be installed directly against wall.

NOTE: This appliance has been approved for 0" spacing to adjacent surfaces above the cooktop. However, a 6" minimum spacing to surfaces less than 15" above the cooktop and adjacent cabinet is recommended to reduce exposure to steam, grease splatter and heat.

INSTALLATION INFORMATION: Before installing, consult installation instructions for current dimensional data and additional requirements.

KW RATING	
240V	12.1
208V	9.1
BREAKER SIZE	
240V	40 Amps†
208V	40 Amps†

†NOTE: Check local codes for required breaker size.



For answers to your Monogram, GE Café™, GE Profile™ or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



All GE Appliances ranges are equipped with an Anti-Tip device. The installation of this device is an important, required step in the installation of the range.

Listed by Underwriters Laboratories

LINE 9

JB645DK *GE® Series 30" Free-Standing Electric Range*

FEATURES AND BENEFITS

Two 9"/6" Power Boil elements – Two powerful elements boil water 25% faster than standard GE elements and adjust to fit cookware

Self-clean oven – Cleans the oven cavity without the need for scrubbing

Dual-element Bake – Upper and lower elements produce even heat and great results

Ceramic glass cooktop – Smooth cooktop easily wipes clean

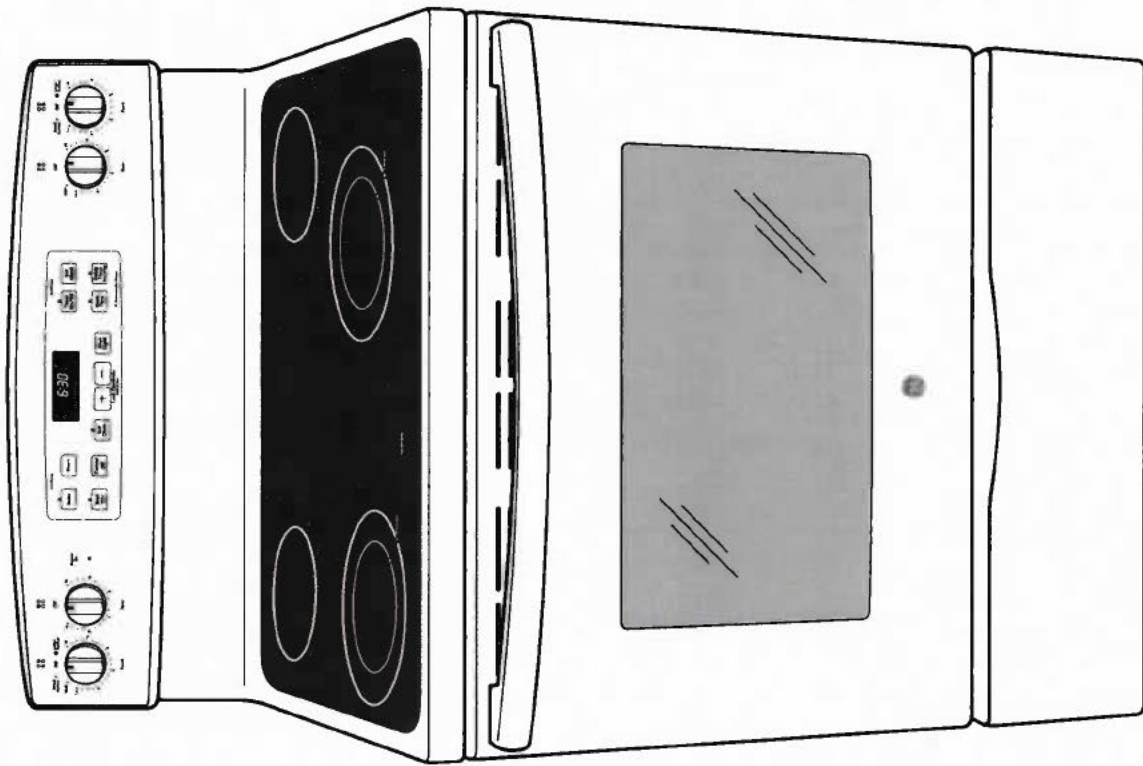
Removable full-width storage drawer – Store cookware or kitchen accessories

5.3 cu. ft. oven capacity – Enough room to cook an entire meal at once

Sabbath Mode

Model JB645DKBB – Black on black

Model JB645DKWW – White on white



SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X

(Signature and Title)

General Manager

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 2nd day of June AD, 2022
Signature on File

(Notary Public) My Commission Expires: 2/15/2026

"OFFICIAL SEAL"
MICHELLE POWER
Notary Public, State of Illinois
My Commission Expires 02/15/2026

SEAL

**SECTION 9 - REQUIRED FORMS TO BE SUBMITTED
BID FORM**

APPLIANCES FOR ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM 22-065-CS

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	CHICAGO UNITED INDUSTRIES, LTD.		
Main Business Address	505 N. LAKE SHORE DRIVE, SUITE 205		
City, State, Zip Code	CHICAGO, ILLINOIS 60611		
Telephone Number	312-786-1471	Email Address	gjame@cuithd.com
Bid Contact Person	LUCK MASSARELLA		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein, after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:
Signature on File

Signature on File (President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Chicago United Industries	NAME	Chicago United Industries, Ltd
CONTACT	NICK MASSARELLA	CONTACT	NICK MASSARELLA
ADDRESS	505 N. Lake Shore Dr., Suite 205	ADDRESS	505 N. Lake Shore Dr., Suite 205
CITY ST ZIP	CHICAGO, IL 60611	CITY ST ZIP	CHICAGO, IL 60611
TX		TX	
FX		FX	
EMAIL	njm@cuihd.com	EMAIL	njme@cuihd.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Community Service 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6469 EMAIL: david.watkins@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

W-9 FORM

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above CHICAGO UNITED INDUSTRIES, LTD.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) P	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.) See instructions 505 N. Lake Shore Dr., Suite 205	Requester's name and address (optional)
6 City, state, and ZIP code CHICAGO, ILLINOIS 60611	
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
or
Employer identification number
34-3453915

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 Signature on File	Date 6/2/22
-----------	---	--------------------

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income: prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 6/2/22

Bid/Contract/PO #: _____

Company Name: <u>Chicago United Industries</u>	Company Contact: <u>NICK MASSARELLA</u>
Contact Phone: <u>312-786-1471</u>	Contact Email: <u>njm@cwiHd.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- 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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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.

NONE (check here) - If no contributions have been made

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.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name

Title

Date

GABRIELA JAIMÉ
GENERAL MANAGER
6/2/22

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 Of 1 (total number of pages)

ETHICS STATEMENT / AGREEMENT

Prior to the approval of any purchase, it will be the responsibility of the program director to determine if:

1. The expenditure is budgeted.
2. The funds are available for expenditure.
3. The expenditure is allowable under the grant.
4. The expenditure is necessary to the program.

DuPage County Community Services (DCCS) weatherization funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is received for such goods and/or services. Goods and services purchases with DCCS weatherization funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by agency employees or board members is not allowed under any circumstances. All purchased items are to be received by authorized employees who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the Program Director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

I have read the above statement, agree with the statement, and will abide by the guidelines set forth with this statement for the duration of my contract/employment with DuPage County Department of Community Services Weatherization Program.

Signature on File

Contractor's Signature

6/2/22

Date

GABRIELA JAIME

Print Name

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	DUPAGE COUNTY
ADDRESS:	421 COUNTY FARM ROAD
	WHEATON, IL 60187
	* APPLIANCES (WEATHERIZATION PROGRAM)
CONTACT PERSON:	DEBBI ASH
TELEPHONE NUMBER:	630-407-6166

COMPANY NAME:	CITY OF CHICAGO
ADDRESS:	121 N. LaSalle, Room 806
	CHICAGO, IL 60602
	* HOUSEHOLD AND COMMERCIAL APPLIANCES
CONTACT PERSON:	AMANDA GOOCH
TELEPHONE NUMBER:	312-744-2941

COMPANY NAME:	METRA
ADDRESS:	547 W. JACKSON Blvd
	CHICAGO, IL 60661
	* WINDOW AIR CONDITIONERS
CONTACT PERSON:	URBANO DAMIAN
TELEPHONE NUMBER:	312-322-6662

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
AGREEMENT TO ATTEND WEATHERIZATION TRAININGS

I agree to attend or send a representative to any and all training mandated by the State of Illinois Weatherization program.

Signature on File

 Signature

 Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
CERTIFICATION REGARDING WEATHERIZATION MATERIALS**

I, the undersigned, certify that:

1. All weatherization materials supplied for the duration of this contract beginning July 1, 2022 and ending September 30, 2023 (and any extensions thereto) meet all federal standards as specified in Appendix A of 10 CFR 440.
2. I understand that supplying materials that DO NOT meet federal standards constitutes a criminal offense.
3. I have in my possession a copy of Appendix A of 10 CFR and understand that materials found to be in violation of said Appendix A of 10 CFR 440 will result in immediate cancellation of my contract. All unused materials will be returned for immediate refund. All costs relating to the removal and replacement of any installed inferior materials will be the sole responsibility of Chicago United Industries, Ltd and reimbursable to the COUNTY.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Any supplier who fails to file this certification with DuPage County will not be awarded a contract.

CHICAGO UNITED INDUSTRIES, LTD.

Contractor or Supplier
Signature on File

6/2/2022

Signature of Certifying Official

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
INDEMNITY CLAUSE AGREEMENT

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.).

Such indemnity shall not be limited by reason 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 as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

CHICAGO UNITED INDUSTRIES, LTD.

6/2/22

Name of Company /
Signature on File

Date

6/2/22

Contractor Signature

Date

Energy Coordinator

Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
MATERIAL SAFETY DATA SHEETS**

All vendors, contractors, and/or suppliers must present Materials Safety Data Sheets (MSDS) in the printed format of their choice. Each form should include the following minimum information:

- Name and/or product number.
- Name and address of manufacturer.
- Description of hazardous material contained in the product.
- Effects of the hazardous material.
- Telephone number of manufacturer where additional information can be obtained.

MSDS are required for any materials containing potentially hazardous substances. All labor vendors, suppliers, and/or contractor must provide MSDS to their work crew employees and to DuPage County Department of Community Development. Upon Contract Award, labor vendors, suppliers, and/or contractors must also assure DuPage County Community Development, in writing, that their work crew employees have received the MSDS.

I, GABRIELA JAIME (print name) agree to guidelines/stipulations and agree to provide said MSDS to DuPage County Department of Community Services Weatherization Program.

Signature on File

Contractors' Signature

n/a

6/2/22
Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
CHANGE ORDER PROCESS

I have read and understand the change order process for all Weatherization Program 2022.
Signature on File

Contractors' Signature

6/2/22

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
WEATHERIZATION STANDARDS

I verify that I have received a copy of the latest [Illinois Home Weatherization Assistance Program – Field Standards Manual](#).

Signature on File

 _____  _____

Contractors' Signature

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
AGREEMENT TO WORK FOR BID PRICES

I, Chicago United Industries, Ltd. (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services Weatherization Program and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

Energy Coordinator, DCCSWP

Date

CHICAGO UNITED INDUSTRIES, LTD.

6/2/22

Contractor

Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
UNACCEPTABLE WORK STATEMENT**

Work deemed unacceptable by the final inspector will affect job payment. Contractor understands that payment for work is dependent on whether the home successfully passes final inspection and that a call-back home is placed in a pending payment status. No home will be partially paid for until all work has passed final inspection.

Signature on File

Signature

6/2/22

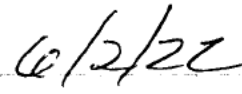
Date

**DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES
WEATHERIZATION PROGRAM
MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES STATEMENT**

Minority, Small Business, and Women-Owned Businesses will be given preference for purchases whenever possible. Information will be made available to these firms to encourage their participation in agency's functions. When contracting for goods and services, preference will be given to contractors who subcontract with small business, minority-owned firms, and women-owned business enterprises.

Signature on File


Signature



Date

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES NO

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

SAMPLE

**SECTION 10 - SAMPLE CONTRACT AGREEMENT
CONTRACT 22-065-CS BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE**

THIS AGREEMENT is entered into this _____ day of _____, 2022, 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 Bid 22-065-CS for its Department of Community Development, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid 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 Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i 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 document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a 15 month period beginning on 07/01/2022 and continuing through 09/30/2022.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 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 expenses.
- 3.3 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 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

- 6.1 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.

7.0 SEVERABILITY CLAUSE

- 7.1 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.

8.0 GOVERNING LAW

- 8.1 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.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

By: _____

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

DATE

DATE

SECTION 11 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 22-065-CS
DESCRIPTION: APPLIANCES FOR ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM
OPENING DATE: 6/3/2022
OPENING TIME: 02:30 P.M.
COMPANY NAME: _____

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!

CHICAGO UNITED INDUSTRIES, LTD.

CONSENT OF THE BOARD OF DIRECTORS

JULY 5, 2021

The undersigned, being all the directors of CHICAGO UNITED INDUSTRIES, LTD., an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act, hereby consent to the adoption of the following resolution, with the same force and effect as if unanimously adopted at a duly called meeting of the board of directors, held as of the date hereof:

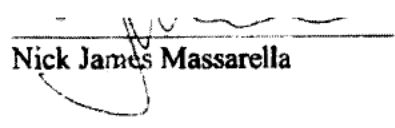
A. Delegation of Operational Authority to Gabriela Jaime

RESOLVED, that, in the absence of the President Nick James Massarella, Gabriela Jaime shall have the authority to sign bids and procurement contracts on behalf of the Corporation.

This delegation of authority shall remain in effect until it is subsequently modified or terminated by the Board of Directors.

IN WITNESS HEREOF, the undersigned Director has executed this Consent of the Board of Directors, to be filed as part of the Minutes of the Corporation, as of the date hereof.

Signature on File



Nick James Massarella

CHICAGO UNITED INDUSTRIES, LTD.
CONSENT OF THE BOARD OF DIRECTORS

JULY 5, 2021

The undersigned, being all the directors of CHICAGO UNITED INDUSTRIES, LTD., an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act, hereby consent to the adoption of the following resolution, with the same force and effect as if unanimously adopted at a duly called meeting of the board of directors, held as of the date hereof:

A. Delegation of Operational Authority to Gabriela Jaime

RESOLVED, that, in the absence of Secretary Michelle Anderson, Gabriela Jaime shall have the authority to sign bids and procurement contracts on behalf of the Corporation.

This delegation of authority shall remain in effect until it is subsequently modified or terminated by the Board of Directors.

IN WITNESS HEREOF, the undersigned Director has executed this Consent of the Board of Directors, to be filed as part of the Minutes of the Corporation, as of the date hereof.

Signature on File


Nick James Massarella

File Number

5430-707-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CHICAGO UNITED INDUSTRIES, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 02, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of MARCH A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2206905916 verifiable until 03/10/2023

Authenticate at: <http://www.ilsos.gov>

Gabriela Jaime

From: donotreply@sam.gov
Sent: Thursday, April 14, 2022 2:46 PM
To: Gabriela Jaime
Cc: Gabriela Jaime
Subject: Registration Activated for CHICAGO UNITED INDUSTRIES LTD / V5KVA85WPA58 / 5HM32 in the U.S. Government's System for Award Management (SAM).

This email was sent by an automated administrator. Please do not reply to this message.

Dear Nick Massarella,

The registration for CHICAGO UNITED INDUSTRIES LTD / V5KVA85WPA58 / 5HM32 is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2023-04-08 09:34:53.452.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to <https://www.sam.gov> and log in.
2. On the Workspace page, scroll down to the User Directory.
3. Enter the email address of the user you want to invite and select Enter or select the email address from the list.
4. On the next page, select the Assign Role button in the top right corner of the page.
5. On the Assign Role page, follow the instructions provided and then select Send Invitation at the bottom of the page.
6. The user will be notified.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator <https://www.sam.gov>