



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

October 2, 2026

To Whom It May Concern:

You are invited to submit your sealed bid for the purchase of various toner cartridges & printer maintenance contract for the Will County Purchasing Department. The contract will commence December 1, 2026, through November 30, 2027, with three (3) one (1) year optional renewals.

Specifications are attached hereto and are considered part of the SEALED PROPOSAL package.

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer MUST accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted.

Sealed proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, not later than **11:00 A.M., Tuesday, October 27, 2026 "as so indicated by the time stamp clock of Will County". Proposals received after this time will not be accepted.**

Proposals will be opened publicly and read by the Will County Executive or her representative at **11:05 A.M., Tuesday, October 27, 2026,** at the Will County Office Building, 302 N. Chicago Street, 2nd fl., Joliet, IL, 60432.

The proposer acknowledges the right of the County of Will to reject any or all proposals and to waive non-material informality or irregularity in any statement of qualifications received in whole or in part as may be specified in the solicitation.

Should you have any questions regarding this proposal, please contact the Will County Purchasing Department at purchasing@willcounty.gov

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

**ADVERTISEMENT OF BID
PURCHASE OF TONER CARTRIDGES AND PRINTER MAINTNENACE
WILL COUNTY PURCHASING DEPARTMENT**

SEALED BIDS FOR THE PURCHASE OF VARIOUS TONER CARTRIDGES & PRINTER MAINTENANCE, FOR THE COUNTY OF WILL PURCHASING DEPARTMENT, JOLIET, ILLINOIS. BIDS WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432, UNTIL THE HOUR OF **11:00 A.M., TUESDAY, OCTOBER 27, 2026.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT **11:05 A.M., TUESDAY, OCTOBER 27, 2026,** AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, 2ND FLOOR, JOLIET, IL. 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com OR www.willcounty.gov AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR EMAIL purchasing@willcounty.gov.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT

**INSTRUCTIONS TO BIDDERS
PURCHASE OF TONER CARTRIDGES AND PRINTER MAINTNENACE
WILL COUNTY PURCHASING DEPARTMENT**

SUBMITTAL REQUIREMENTS:

Each of the following documents shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. Certificates of Insurance
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Bid Form
4. Completed digital bid form in Excel format
5. **Signed** and completed Receipt of Addenda Form
6. Reference Form
7. \$20,000 Bid Bond or Cashier's Check

GENERAL SPECIFICATIONS:

Bidders are invited to submit sealed bids to provide various toner cartridges & printer maintenance for the Will County Purchasing Department. The contract period is December 1, 2026, through and including November 30, 2027, with three (3) one (1) year renewal periods at the County's discretion.

The guidelines provided by Will County State's Attorney Office are divided into 7 key areas:

- I. Required Information from Bidders
- II. Evaluation and Selection
- III. Scope of Work, Staffing and Duties
- IV. Insurance Requirements
- V. Pricing and Compensation
- VI. Nature of the Contract
- VII. Exhibits

I. REQUIRED INFORMATION FROM BIDDERS

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 11:00 A.M., Tuesday, October 27, 2026, "as so indicated by the time stamp clock of Will County"**.

BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the Will County Executive or her representative at **11:05 A.M., Tuesday, October 27, 2026**, at the Will County Office Building, 302 N. Chicago St., 2nd floor, Joliet, IL 60432.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall** be submitted with the proposal in triplicate with **ONE ORIGINAL, TWO COPIES, AND ONE DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE, CLEARLY MARKED.** In the event of a conflict between the terms of the submitted Contract Documents and the terms of the Bid Forms and Specifications, the terms of the Bid Forms and Specifications shall prevail.

All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Proposals shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the Bidder's name and address.

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

SIGNATURE OF BIDS:

The signature on bid documents shall be that of an authorized representative of the bidder. An officer or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making and signing his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and shall be rejected.**

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL, TWO COPIES, AND ONE DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE, CLEARLY MARKED,** in accordance with the Instructions to bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change correction will be issued by

the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, such an addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.

5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send a written addendum to all bidders. The County of Will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director. After sealed bids are received, the bidder will make no allowance for oversight.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. This form **must** be filled out and returned with your bid package, or it will not be accepted.

QUALIFICATIONS, CERTIFICATIONS, LICENSES:

Bidder shall have and if chosen shall maintain all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the products or services required.

II. EVALUATION and SELECTION

EVALUATION CRITERIA:

The evaluation criteria shall include, but is not limited to the following:

1. References
2. The qualifications of the Bidder to provide Services required
3. History of Bidder's company

AWARDING OF BID:

The award will be based on the lowest responsible, responsive bidder that is able to meet or exceed the requirements of the County.

A bid is awarded based on price listed on attached bid form.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any or all bids, to waive any non-material informality or irregularity in any bid received, and to accept the bid deemed most favorable to the interest of the County of Will after all bids have been examined and evaluated. In addition, the bidder recognizes the right of the County of Will to reject a bid if the bid is in any way incomplete or irregular. In evaluating the bids, the County of Will reserves the right to take into account various criteria including but not limited to, pricing, past performance, financial stability and reliability of each bidder in determining which bid is most favorable to the interests of the County of Will.

III. SCOPE of WORK, STAFFING and DUTIES

Overview

The purchase of printer cartridges includes an extended lifetime warranty and comprehensive maintenance for all covered equipment at no additional cost. Cartridge pricing must include unlimited service calls, labor, and all necessary parts to keep printers in optimal working condition.

Vendor Service Requirements

The successful vendor must comply with the following service specifications:

- **In-House Personnel:** All maintenance must be performed directly by the vendor's own employees. Third-party subcontractors are strictly prohibited.
- **Equipment Inventory:** The vendor must audit and catalog all printer equipment in departments using their cartridges. This inventory report must be submitted to the Purchasing Department within the first ninety (90) days of the contract. The initial inventory report must include a page count for each printer listed in the inventory. Periodic page counts may be requested, which the vendor will be responsible for providing during delivery/maintenance.
- **Response Time:** Service calls must be addressed on-site within 24 hours of the initial request (during normal business hours). Vendor technicians should note that standard operating hours for most county offices are 8:30 AM to 3:30 PM Monday- Friday.
- **Preventative Maintenance:** A comprehensive checkup and thorough cleaning of each printer must be conducted within the first six (6) months of the contract award. This includes inspecting all moving components (wheels, gears, belts, etc.) to ensure top working condition. For contract renewal periods, these routine cleanings and maintenance checks may be completed during standard service calls.
- **Excluded Parts:** The vendor is not responsible for drums, computerized electronic components (chips, boards, and sensors), memory, or maintenance kits.

- **Pre-Approval & Consumables:** Maintenance kits are classified as consumable supplies, are excluded from the maintenance bid pricing, and will be billed directly to the using department. Any other billable parts must receive explicit written pre-approval from the respective department prior to ordering or installation

Technical Specifications for Toner and Ink Cartridges

Remanufactured and Recycled Laser Toner Requirements:

All remanufactured and/or recycled laser toner cartridges must meet or exceed the following minimum quality characteristics:

- **Component Quality:** Cartridges must be fitted with long-life drums.
- **Leak Prevention:** Every cartridge must be sealed with a specialized transport seal to completely prevent toner leakage during transit.
- **Domestic Manufacturing:** To ensure consistent quality control, all recycled cartridges must be manufactured domestically within the United States, with a strong preference for manufacturing facilities located within the State of Illinois.
- **Production and Testing:** For maximum reliability, cartridges must be individually manufactured (not mass-produced on an automated assembly line). Each cartridge must be factory-certified and print-tested prior to shipment.
- **Shelf Life and Chips:** Any cartridge utilizing a computer chip and/or an expiration date must be delivered to Will County with a minimum of one (1) year remaining before expiration. **The expiration date must be clearly stated on the outer packaging.**

OEM and Alternative Brand Guidelines:

- **Requirements:** Will County requests pricing of Original Equipment Manufacturer (OEM) cartridges for all printers as well as remanufactured or generic. The County will order OEM or remanufactured on a case-by-case basis.
- **Alternative Bidding:** If a specific cartridge is unavailable as a remanufactured item, vendors shall submit a bid on a generic or OEM brand alternative.
- **Data Requirements:** For every remanufactured, generic, and OEM cartridge bid, the vendor must explicitly provide the brand name, exact model number, cartridge page yield (based on standard coverage), and unit cost.

Warranty and Product Defect Policy:

- **Manufacturer Warranty:** All products must include a one (1) year manufacturer's warranty against defects in materials and workmanship. The vendor guarantees that these cartridges will not damage county equipment or void existing printer warranties.
- **Defective Returns:** Defective cartridges will be flagged, and the packaging will be boldly marked "**DEFECTIVE.**" Upon notification of a defect, the vendor must immediately issue a replacement cartridge at no additional charge to the County. If the cartridge is deemed not to be defective by the vendor, proof of testing/findings must be provided with invoice, or the invoice will be deemed not valid and will not be paid.

Inventory Adaptability & Price Protection:

The successful bidder agrees to add new cartridge products as required by Will County during the contract term. To prevent price gouging, the pricing for any newly added product must be calculated using one of the following methods, choosing whichever results in the **lowest cost** to the County:

1. **Fixed Discount:** The same percentage discount off the manufacturer's suggested retail price (MSRP) that applies to comparable items in the original bid.
2. **Cost-Plus Ceiling:** The vendor's verifiable wholesale acquisition cost plus a maximum markup listed on bid form.
3. **Most-Favored Nation:** The lowest price the vendor offers to any other government or commercial entity for that specific product.

The vendor must provide documented proof of MSRP or wholesale cost upon request. Will County reserves the right to remove obsolete products from the contract list as equipment is phased out, with zero penalty, fee, or restocking charge to the County.

Recycling and Collection Program:

- **Mandatory Recycling:** The successful vendor must manage a comprehensive recycling program for the County's spent cartridges.
- **Pick-up Schedule:** Empty cartridges must be collected from designated central locations within various Will County facilities, a minimum of once every two (2) weeks.

Volume Expectations:

Used cartridges will be returned empty unless flagged as defective. The County does not guarantee a one-for-one exchange of an empty cartridge for every new cartridge ordered.

Bid Submittal Requirements & Evaluation

Mandatory Submittal Checklist:

To be considered for evaluation, all bidders must submit the following components in a sealed package

prior to the designated bid opening time:

- **Bid Security:** A valid Bid Bond or Cashier's Check.
- **Prime Contractor Certification:** A completed, signed copy of the enclosed certification form.
- **Professional References:** A list of clients comparable in operational size and scope to the County of Will.
- **Bid Form:** The fully executed, signed, and completed official pricing form.
- **Addendum Form:** A completed, signed acknowledgement of addenda receipt.

Award Criteria & Timeline:

- **Lowest Responsive Bidder:** Contract award will be granted in whole or in part to the lowest responsible and responsive bidder whose proposal adheres strictly to all specifications.
- **Approval Date:** The County anticipates formal bid approval and contract finalization by November 2, 2026.

Document Discrepancies & Interpretations:

- **Words and Figures:** In instances where pricing or quantities are stated in both text and numbers, the written words shall govern.

Minimum Vendor Qualifications:

Bidders must meet or exceed all the following baseline operational thresholds at the time of proposal submission:

- **Corporate Tenure:** Active, continuous operation in the commercial printing sector for a minimum of five (5) years.
- **Remanufacturing Experience:** A minimum of three (3) years of specialized experience in the toner cartridge remanufacturing and recycling industry.
- **Technical Field Experience:** A minimum of three (3) years of experience selling, cleaning, and servicing commercial printers.
- **Maintenance Workforce:** Direct employment of qualified technicians who are fully responsible for executing all contract-related printer repairs and maintenance. Third party maintenance is explicitly prohibited.
- **Dedicated Account Support:** Assignment of a single Account Representative to oversee the Will County account.

- **Systems Infrastructure:** Deployment of a functional, web-based platform for order placement, workflow approval, and delivery tracking.

Product Specifications & Testing

Evaluation Samples:

- **Compliance Testing:** Bidders may be required to submit physical samples of remanufactured or recycled products for technical evaluation.

E-Commerce & Order Processing Capabilities:

The contractor must provide a customized web-based procurement portal that eliminates the need for paper Purchase Orders.

Online Ordering Portal Functionality:

- **Custom Shopping Lists:** Integration of a static, pre-approved Will County product selection list.
- **Tiered Approval Routing:** Support for multi-level, hierarchical workflow approvals based on departmental permissions.
- **Super User Dashboard:** Centralized visibility linking all sub-user order histories, transaction logs, and pending approvals to a master administrator account.
- **Advanced Shipment Tracking:** Real-time web tracking searchable by specific ship-to location, order number, and purchase date.
- **Financial Self-Service:** On-demand access to view, download, and print current invoices and account statements.
- **Digital Help Desk:** A direct, integrated link to dedicated customer service personnel.
- **Alternative Ordering Methods:** Alternative ordering methods, such as order placement by email or phone, must also be available for specified users at the County's discretion.

Processing & Logistics:

- **Daily Cutoff Time:** Guarantee processing for all electronic orders submitted until 5:00 PM.
- **No Minimum Thresholds:** Zero minimum order volumes or fee penalties on individual transactions.
- **Multi-Location Management:** Systems capacity to store, manage, and bill to multiple distinct delivery addresses within a single master county account.

Shipping & Delivery Guidelines

Timelines & Schedules:

- **Delivery Windows:** All orders must be fulfilled via Next-Day or 2-Day shipping directly to the requesting department. Front door delivery is not accepted, shipments must be departmental desktop delivery.
- **Operational Hours:** Deliveries must occur exclusively between 8:30 AM and 3:30 PM.
- **Delivery Failures:** Arriving after the 3:30 PM cutoff constitutes a failed delivery. "Attempted Delivery" notifications will not be excused under the next-day or 2-day delivery mandate.
- **Supply Chain Delay Alerts:** Production disruptions beyond the contractor's control must be reported immediately to the Purchasing Department. The vendor is structurally responsible for monitoring inventory reorder points to maintain consistent fulfillment.

Payment Terms & Invoicing

Procurement Methods:

- **Credit Card Processing:** The County prefers settling balances via Procurement Card (credit card).
- **Pricing Adjustments:** Any processing or merchant fees must be built directly into the submitted bid form. Price adjustments, surcharges, or post-bid revisions will not be authorized.
- **Alternative Payments:** If credit card processing is unavailable, the vendor may select payment via physical check or Direct Deposit (ACH).

IV. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

The successful bidder shall at all times maintain in force at bidder's expense, each insurance noted below.

1. Commercial General Liability
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 general aggregate
2. Professional Liability/Errors & Omissions
 - a. \$1,000,000 per claim
 - b. \$2,000,000 aggregate
3. Workers' Compensation

- a. Illinois Workers' Compensation Act compliance
 - b. \$1,000,000 each accident
- 4. Cyber/Data Privacy Liability
 - a. \$500,000-\$1,000,000

PROOF OF CARRIAGE OF INSURANCE:

1. The certificates provided by the bidder at the time of bidding shall not be canceled or materially altered except after 30 days written notice to the COUNTY.
2. All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.

All insurance coverage shall be provided by insurance companies maintaining a financial strength and claims paying ability rating no lower than "A" MINUS "VIII" as rated by the 1999 or most current AM Best Insurance Guide.

RISK OF LOSS:

The bidder shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the bidder, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

V. PRICING and COMPENSATION

PRICES:

Prices shall remain in effect throughout the contract period, which is December 1, 2026, through November 30, 2027.

Price modifications for optional contract renewal periods shall be specified on the bid form.

COMPENSATION:

The successful bidder shall bill Will County on a per-order basis. Bills should reflect itemized costs.

Will County will pay the successful bidder in full for the services invoiced typically within thirty days after receipt of the invoice. In any case, payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILC 505/1 et seq.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

VI. NATURE of CONTRACT

CONTRACT DURATION:

The contract period is December 1, 2026, through November 30, 2027, with three (3) one (1) year optional renewal periods. Pricing will remain in effect throughout the contract period.

If the County extends the options renewal for year(s) two, three and/or four, and no percentage increase is listed on the bid form, the original first year rates shall apply.

TERMINATION:

Will County may, in its sole discretion, terminate this contract due to any unethical billing procedures and/or unprofessional and fraudulent practices, effective immediately. Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) day notice period the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the successful bidder and Will County will be paid, performed and discharged.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

NON-DISCRIMINATION:

The Bidder shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

DEFAULT:

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting

from the default. The prices paid by the County of Will under such circumstances shall be ~~considered~~ the prevailing market price at the time such articles or services are procured.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

ASSIGNMENT AND SUBLET OF CONTRACT:

The successful bidder shall not sublet or assign this contract, or any portion thereof, without prior written consent of the county.

HOLD HARMLESS CLAUSE:

The successful bidder will save and hold harmless the County of Will, it's officers, agents, and employees, from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the bidder, whether such injury, death, loss or damage shall have been occasioned by the negligence of the bidder, or a sub-consultant of the bidder, or their employees, or otherwise. The successful bidder will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this Bid Request.

SERVERABILITY:

In case one or more of the provisions contained in this Contract shall be held to be illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations, the successful bidder shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

CHOICE OF LAW:

Responses to this Bid and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

VENUE:

Venue for any cause of action related to this Bid and any agreement connected herewith shall be filed with the Twelfth Judicial Circuit, Will County, Illinois.

INDEMNIFICATION:

There shall be a reciprocal obligation of indemnification. A Party who commits a negligent or intentionally wrongful act (the Indemnifying Party) has the obligation to shield the other innocent Party (Indemnified Party) for the legal results of the former's actions. The Indemnifying Party shall indemnify and hold harmless the Indemnified Party, and its officers, employees, and agents, to the fullest extent allowed by Illinois Law for any cause of action related to or arising from this Agreement, regardless of whether liability is premised on the action or inaction of Indemnifying Party. This indemnity shall include all costs, fees, damages, and monetary awards, including reasonable attorney's fees. Nothing herein shall be construed to limit the Indemnified Party's ability to select its own counsel or participate in its own defense. These indemnities shall survive the termination of this Agreement.

ILLINOIS FREEDOM OF INFORMATION ACT:**Proposals and Submissions Subject to FOIA**

Any and all submissions to the County of Will ("the County") become the property of the County and these and any late submissions will not be returned.

Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County receives a request for a document submitted, the County shall provide notice to contractor as soon as practicable. Regardless, contractor is responsible for any costs or damages associated with defending contractor's request for exemptions. Furthermore, contractor warrants that County's responses to FOIA requests where the contractor fails to assert any applicable exemptions, will not violate the rights of any third party.

Awards Subject to FOIA

Upon acceptance of a proposal, all related records maintained by, provided to, or required to be provided to the County during the contract duration are subject to FOIA. In the event the County receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor warrants that the County's responses to FOIA requests relating to a contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Upon request by the County (or any of its officers, agents, employees or officials), the contractor shall provide to the County at no cost and within the timeframes of FOIA a copy of any "public record" which it may have in its possession or control, as required by FOIA.

VII

EXHIBITS:

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder/Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Representative of Company

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony. Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Bid Form

Toner & Printer Maintenance

#2027-22

Name _____ F.E.I.N># _____
Address _____
City _____ State _____ Zip _____
Contact Person _____ Phone _____
Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name: Will County Purchasing Department

For additional information contact the Will County Purchasing Department at purchasing@willcounty.gov

The bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

PRICING AND OPTIONAL ANNUAL INCREASES	
ATTACHMENT A – PRICING SHEET	YES / NO
Year 2 – Percentage Increase	%
Year 3 – Percentage Increase	%
Year 4 – Percentage Increase	%
DISCOUNT ON PRODUCTS NOT LISTED IN PRICING SHEET – PERCENTAGE OFF NON-CONTRACT PRICE	
Toner Cartridges - Remanufactured	%
Toner Cartridges - OEM	%
Ink Cartridges - Remanufactured	%
Ink Cartridges - OEM	%

Printed Name: _____

Signature: _____ **Title:** _____

Representative of Company



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Reference Form

Toner & Printer Maintenance

#2027-22

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Addendum Form

Toner & Printer Maintenance

#2027-22

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name: Purchasing Department

For additional information contact the Will County Purchasing Department at purchasing@willcounty.gov

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>SEALED BID DOCUMENT</u>
<u>Bidder Return</u> <u>Address:</u>
BID #: 2027-22 DUE DATE: 10/27/2026 DUE: 11:00 AM DESCRIPTION: Toner and Printer Maintenance DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR SEALED BID
TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!