



Madison County Government
Administrative Services

Malik Fazil • Purchasing Director
Madison County Administration Building
157 N. Main St. Suite # 57 • Edwardsville, IL 62025-1963
Phone (618) 296-4219 • Fax (618) 692-7476

Kurt Prenzler, CPA
County Board Chairman

February 9, 2024

-REQUEST FOR PROPOSALS-

Notice is hereby given that sealed bids will be received by the Finance & Government Operations Committee of the Madison County Board for **PAPER BALLOT SCANNERS & TABULATOR HAVA – COMPLIANT VOTING EQUIPMENT** for the Madison County Clerk’s Office.

Specifications, instructions to bidders, bid form and all data necessary to submit a sealed proposal may be obtained from the Madison County Purchasing Department, Madison County Administration Building, 157 North Main St., Suite 59, Edwardsville, IL or by visiting the Madison County Purchasing Department website: <https://apps.co.madison.il.us/adminservices/vendors/>

SEALED proposals will be accepted at the Madison County Purchasing Department, 157 N. Main St., Suite 59, Edwardsville, IL no later than **2:00 p.m., Wednesday, February 21, 2024.** Sealed bids will then be publicly opened and read aloud at **2:15 p.m.** in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

If any additional information is needed, please direct questions to: supportservices@co.madison.il.us

Submittals shall be marked on the **sealed** envelope: **“SEALED PROPOSAL FOR VOTING EQUIPMENT PROJECT”**

The right is reserved to reject any or all bids.

Madison County is an “Equal Opportunity Employer”

Sincerely,

A handwritten signature in blue ink, appearing to read "Malik Fazil".

Malik Fazil

Purchasing Director

Madison County

Paper Ballot Scanner & Tabulator HAVA- Compliant Voting System

REQUEST FOR PROPOSALS



Issued Date: February 9, 2024

Sealed Proposal Due Date:
Wednesday, February 21, 2024 – 2 p.m.

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REQUEST FOR PROPOSALS

1. Statement of Work

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply 252 tabulators and 130 ADA accessible independent machines for Madison County Election use.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of the County Clerk's Office of Madison County. Madison County reserves the right not to enter into any contract, to add and /or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2. General Information

2.1 Original RFP Document

Madison County Clerk's Office shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form and in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 The Organization

The Madison County Clerk's Office is the election authority for the county providing all aspects of the election process including tabulation of county ballots and accessibility for all county registered voters. We have one physical location with approximately 23 staff members.

2.3 Existing Document Environment

We currently have 27 DS200s (2015) and 225 M100s (1999).

2.4 Schedule of Events

The following is a tentative schedule that will apply to this RFP but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

Proposal Due	February 21, 2024 – 2:00 p.m.
Bid Opening	February 21, 2024 – 2:15 p.m.
Finance Approval	March 14, 2024
County Board Approval	March 20, 2024

3. Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to the RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Madison County Clerk's Office as necessary to gain such understanding. Madison County Clerk's Office reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Madison County Clerk's Office reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if the award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Madison County or Madison County Clerk's Office.

3.2 Good Faith Statement

All information provided by Madison County Clerk's Office in this RFP is offered in good faith. Individual items are subject to change at any time. Madison County Clerk's Office makes no certification that any item is without error. Madison County Clerk's Office is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

- 3.3.1 **Vendor's Inquiries:** Applicable terms and conditions herein shall govern communications and inquiries between Madison County and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Madison County Administration Building
157 N. Main St. Ste. #59
Edwardsville, IL 62025

Attention: Malik Fazil, Purchasing Director
Email: supportservices@madisoncountyl.gov

- 3.3.2 **Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any Madison County employee or representative of any kind or capacity with the exception of the County Clerk's Office staff for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted in writing to the named above at any time.

- 3.3.3 **Formal Communications** shall include but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to February 16, 2024 at 2:00 p.m. CST.
- Vendors shall recommend to Madison County any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to

Madison County any enhancements, which might be in Madison County's best interest. These must be submitted in writing and be received prior to February 20, 2024 at 2:00 p.m. CST. Inquiries for clarifications/information that will not require addenda may be submitted in writing to the buyer named above at any time during this process.

- Written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

3.3.4 Addenda: Madison County will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within 5 business days. All questions, answers, and addenda will be shared with all recipients.

3.4 Proposal Preparation and Submission

In order to be considered for selection, the Proposal must be signed by an authorized representative of the Proposal and be delivered **sealed** to:

Malik Fazil
Purchasing Department
157 N. Main St. Ste. #59
Edwardsville, IL 62025

Bids will be delivered in a sealed envelope and will be clearly marked on the lower left-hand corner of the outside of the envelope with the following information: **Paper Ballot Scanner & Tabulator HAVA-Compliant Voting System**. One (1) original and two (2) copies of your response, and one digital/electronic copy of your response to this RFP must be submitted. No bids will be accepted after the deadline.

3.4.1 **Proposal Format**: To be considered substantive, the Proposal must respond to all requirements of the RFP. Any other information thought to be relevant, but not applicable to the Project Specifications, should be provided as an appendix to the Proposal.

1. **Cover Letter** – The cover letter shall be signed by an officer of the firm or joint venture or by another person with authority to act on behalf of and bind the entity. Indicate contact person for the project.
2. **Table of Contents**
3. **Profile of the Vendor** – Show vendor qualifications as stated in Section 5 of this RFP; state the location of the office that will be performing the service or installation and responding to requests for support.
4. **Executive Summary** – Provide a summary of the proposal.
5. **Scope of Services** – A response to each item as set forth in the "Project Specifications" contained herein and how your firm will approach delivery of those services.
6. **Company's Relevant Qualifications** – Include a narrative statement articulating the company's key features and structures.
7. **Project Schedule** – This should be a milestone schedule for the entire project authorization through all stages.
8. **Vendor Certification** – Completed and signed Vendor Certification (Section 7).

All information requested in Section 4 of this RFP should be submitted. Any respondent to the RFP that fails to submit all information requested may be required to promptly submit missing information which may result in a low evaluation of the proposal. Madison County Clerk may reject proposals, which are substantially incomplete or lack key information.

Proposal should be prepared simply, providing a clear and concise description of capabilities that meet the criteria of this RFP. All pages of the response to this RFP are to be numbered.

3.5 Criteria for Selection

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply Madison County Clerk's Office with the needed tabulators and ADA items identified in the Scope of Work. Selections will be based on the capability of the vendor to meet the following criteria:

Evaluation Criteria:

1. Capability of vendor to provide the requested equipment
2. Vendor's depiction of average response times for support requests
3. Vendor's ability to demonstrate timeline and implementation strategy for the proposed system
4. Ease of operations, management and support of the imaging and indexing
5. Capability of vendor to provide administrator and/or end user training
6. Cost effectiveness of the proposed equipment solution

4. Scope of Work, Specifications & Requirements

Madison County Clerk's Office is requesting proposals from qualified firms interested in providing tabulating paper ballot and scanners, support, warranty, and training.

4.1 Technical Specifications

When submitting responses to this RFP, responding Proposers must include written documentation in response to the requests detailed in the list below. Failure to include any of the requested items could result in the proposal not being considered for selection.

1. Responses shall include a list of equipment, including written descriptions of the equipment, required for the operation of the proposed voting system.
2. Responses shall include a list of software, including written descriptions of the software, required for the operation of the proposed voting system.
3. Responses shall include detailed information on the warranties covering all equipment, software, and services included in the proposal.

4. Responses shall include documentation regarding the certification of the voting system and related software by the United States Election Assistance Commission and the Illinois State Board of Elections.
5. Responses shall include documentation regarding the compliance of the proposal with the 2002 voting system standards established by the Help America Vote Act (HAVA).
6. Responses shall include a list of accessories required to set up the system and to transport and store the equipment before and after the close of the election, with detailed information on any associated costs.
7. Responses shall include examples of reports produced by the voting system.
8. Responses shall include examples of any training material that is available for the voting system.
9. Responses shall provide detailed information about vote tabulation unit size, weight and storage requirements and any transport restrictions.
10. Responses shall include detailed pricing information for each of the following:
 - a. The price per unit for each proposed vote tabulation unit and case, including all items necessary for operation of the unit.
 - b. The cost of any software necessary to operate the proposed vote tabulation units.
 - c. The cost, if any, that the Proposer is willing to reimburse for buying back current voting tabulation units.
 - d. The cost, if any, to remove all current voting equipment, including ballot marking machines, ballot cans, vote tabulators and central count machine from Madison County property.
 - e. The cost of providing audio capability for additional languages.
 - f. The cost of shipping and handling for all proposed vote tabulation units.
 - g. The cost of training materials for the proposed vote tabulation units.
 - h. The cost for on-site training of the Madison County Clerk's Office in the operation and maintenance of the proposed vote tabulation units.
 - i. The cost of installation, set-up, programming, and testing of all proposed vote tabulation units.
 - j. The estimated costs of services, and number of hours, required to plan for, install, customize, and configure the proposed voting system.
 - k. The cost of providing, if needed, ballot layout and coding of ballots for each election.
 - l. The cost of providing an onsite vendor resource for a minimum of three days, including Election Day, for the first election the proposed vote tabulation units are in use.
 - m. The cost of providing an onsite vendor resource for all subsequent Election Days.
 - n. The costs of licensing, support, programming, and maintenance of proposed vote tabulation units, software, and documentation.
 - o. The cost of parts and labor, warranties, technical support, and maintenance of proposed vote tabulation units, software, and documentation.
 - p. The cost for and description of an eleven-year post-warranty period in which the Proposer will maintain, repair, or replace all equipment purchased and provide software and firmware licensing and all support and all other items necessary for the continued operation of the vote tabulation units and other equipment provided in a manner equivalent to that existing upon initial purchase and installation. This portion of the proposal must be divided into an initial five-year term followed by two three-year terms, each three-year term available for acceptance by the County by exercising an option.
11. Responses shall include information on capabilities or features of the proposed voting system which are not directly addressed in this RFP, but which will aid the Madison County Clerk and Deputy Clerks in conducting elections.

12. Responses shall include information on the Vendor's capabilities to offer services to the Clerk's office as it relates to other election duties (e.g. removing ballots from machines). Responses shall include options for this service contract.

13. Responses shall specify any deviations in the performance and/or operation of the proposed voting system from the specifications set out in this RFP.

14. Responses shall include the following information for an uninterruptable power source to maintain operation of a vote tabulation unit in the event of a power failure:

- a. The length of time normal operation is provided by the backup power source.
- b. The length of time necessary to achieve a full charge of the backup power source. If the unit charges continuously while running on AC power.
- c. If the backup power source is a built-in feature of the system, and therefore included in the base cost.

15. Responses shall include the names and qualifications of key project leaders who will install and configure the proposed voting system.

16. Responses shall include a balance sheet and income statement for the past two years. Two financial references should also be provided.

4.2 Required Specifications

When submitting responses to this RFP, responding Proposers must include written documentation in response to the requests detailed in the list below. Failure to include any of the requested items could result in the proposal not being considered for selection.

1. The proposed voting system shall meet or exceed the standards for electronic voting equipment established and certified for use by the United States Election Assistance Commissions.

2. The proposed voting system shall be certified for use in the State of Illinois by the Illinois State Board of Elections and shall meet or exceed the 2002 Voting System Standards for voting equipment established by the 2002 Help America Vote Act (HAVA) by the date the proposal is submitted.

3. The source document for the proposed voting system shall be a paper ballot on which offices and candidates may be printed in multiple columns and numerous positions on both the front and back. The Proposer shall specify the maximum number of available columns and rows in which voting positions can be placed on the maximum possible sized ballot. The system shall handle multiple-page ballots in any of the four orientations. The proposed voting equipment must allow for at least an eighteen-inch (18") ballot and specify the range of ballot sizes in inches.

4. The Proposer shall specify if it is possible to calibrate the vote tabulation units to configure multiple precincts to one sole scanner.

5. The Proposer shall give a description of the maintenance plan and cost for the proposed voting system. The proposed voting system shall include hardware and software for encoding memory devices for the vote tabulation units and for the creation and maintenance of precinct and jurisdictional databases.

6. The proposed voting tabulation shall support the use of digital scanning technology and be a precinct-based unit that is voter initiated and that records voters' choices and tallies results.
7. The proposed voting system shall ensure voting in secrecy.
8. The proposed voting system shall permit each voter to vote at any election for all candidates and questions for which that voter is lawfully entitled to vote and no others.
9. The proposed voting system shall provide a method for write-in voting.
10. The proposed voting system shall support ballot scanning for Vote by Mail Voting and Early Voting.
11. The proposed voting system shall support Provisional voting.
12. The proposed voting system shall identify and allow for over-voted, under-voted, and blank ballots.
13. The proposed voting system shall allow a user the ability to select options for disposition of over votes, under votes, and blank votes.
14. The proposed voting system shall be able to accumulate individual precinct results back to a main central count server at the Election Center after the close of Election Day for purposes of examining, tabulating, and counting the votes recorded on ballot cards or paper tapes.
15. The proposed voting system shall support printing results of the vote tabulation units.
16. The proposed voting system shall include comprehensive reporting of final election results. Reporting shall include the ability to determine voter participation percentages for the County and on a precinct-by-precinct basis.
17. All reports should be able to be downloaded into an excel format.
18. The proposed voting system shall support the tests of ballots for accuracy.
19. The proposed voting system shall provide an audit trail to ensure the maximum degree of correctness, impartiality, and efficiency of the equipment and software.
20. The proposed voting system shall support regular and special precinct tabulation of vote totals.
21. The proposed voting system shall provide for the printing of ballots on demand.
22. The proposed voting system must be ADA-compliant.

5. Vendor Qualifications & References

All vendors must provide the following information for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:

- Full legal name of the company
 - Year business was established
 - Number of people currently employed
 - Certification
2. An outline of the product line-up and/or services they currently support
 3. A description of their geographic reach
 4. Information on its current clients, including:
 - Total number of current clients
 - A list of clients with similar needs using similar products and/or services
 - Evidence of successful completion of a project of a similar size and complexity
 5. References: Contact information for five references (if possible) from projects similar in size, application, and scope and a brief description of their implementation.

6. Additional Terms & Conditions

6.1 Personal Information

6.1.1 General

Depending on the circumstances, Madison County may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent should not submit as part of its Response and information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the Respondent.

6.1.2 Requested Personal Information

Any personal information that is requested from each Respondent by Madison County shall only be used to consider the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each Respondent to obtain the consent of such individuals prior to providing the information to Madison County. Madison County will consider that the appropriate consents have been obtained for the disclosure to and use by Madison County of the requested information for the purposes described.

6.2 Costs

The RFP does not obligate Madison County to pay for any costs, of any kind whatsoever, which may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of Madison County, subject to claims of confidentiality in respect of the Response and supporting documentation.

6.3 Intellectual Property

The Respondent should not use any intellectual property of Madison County including, but not limited to, all logos, registered trademarks, or trade names of Madison County, at any time without the prior written approval of Madison County, as appropriate.

6.4 Respondent's Responses

All accepted Responses shall become the property of Madison County and will not be returned.

6.5 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the State of Illinois and the Madison County Code of Ordinances.

6.6 No Liability

Madison County shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to the RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

6.7 Nondiscrimination of Contractors

A bidder, vendor, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

6.8 Tax Exempt Status

Sales of goods to Madison County are normally exempt from State sales tax. Tax certificates of exemption will be issued upon request.

6.9 Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

7. Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to RFP-**Madison County Vital Records Imaging and Digitization Services issued** by Madison County Clerk's Office. The undersigned is a duly authorized officer, herby certifies that:

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP.

The undersigned further certify that their firm (check one):

IS

IS NOT



Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Madison County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

BID FORM

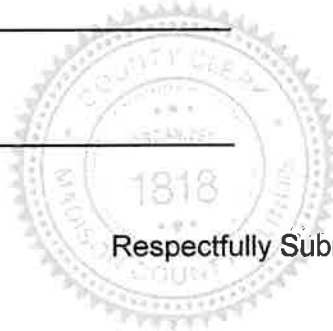
We, _____ (hereinafter: Bidder) propose to provide the requested services per the requirements of this Request for Proposal (RFP) in accordance with the specifications contained herein. We have thoroughly examined the RFP issued by Madison County for Paper Ballot Scanner & Tabulator HAVA Compliant System. We agree by submitting our response to (1) hold our bid valid for at least ninety (90) days from the bid opening and that (2) the terms of this RFP become part of any future contract between the County and the Vendor, with the terms of this RFP prevailing in the case of conflict.

The Bidder agrees to perform the work defined in Request for Proposal for a sum of _____ Dollars (\$ _____).

(The amount of proposal shall be shown in both writing and figures. In event of a discrepancy between the two, the written amount shall govern).

Estimated start date: _____

Estimated completion date: _____



Respectfully Submitted,

By: _____

Print Name & Title

Business Address

Telephone Number

Email Address

“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, **“SEALED BID” – SEALED PROPOSAL FOR VOTING SYSTEM** date and time of closing written thereon. All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. **–NOT REQUIRED**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing & Support Services Department, Madison County Administration Building, 157 N. Main St., Ste. #59, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. **–NOT REQUIRED**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured, and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid.

The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. The brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.

12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from

Unpaid balance due the vendor or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until **2:00 p.m.**, then publicly opened and read aloud at **2:15 p.m. Wednesday, February 21, 2024**, in the Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING.

23. If any additional information is needed contact:

Madison County Support Services
supportservices@madisoncountyl.gov

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed By the Madison County Board Chairman and the successful vendor.
25. Sealed bids received after designated time will be considered "**NO BID**" and as "**VOID**".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois) on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached).
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:

1. Liability Insurance
 - Commercial General Liability
 - Products Completed Operations Liability
 - Contractual Liability
 - Comprehensive Automobile Liability

2. Worker's Compensation & Employers' Liability \$500,000.
3. Cyber Liability Insurance – Coverage against the Vendor's legal obligation to pay damage related to a cyber security event. Coverage would include Third-party Liability coverage as well as coverage for Privacy Response expenses and Regulatory proceedings and penalties expenses. The minimum accepted for liability shall be \$1,000,000 for each occurrence.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

The bidder shall submit, along with his bid, a copy of his current "Certificate of Insurance".

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor's Affidavit/Waiver of Lien from all parties concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Sample Certificate	COMPANIES AFFORDING COVERAGE
	COMPANY A
	COMPANY B
	COMPANY C
	COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. limits SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PRODUCTS-COM/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc						FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> Project <input type="checkbox"/> Other						MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>					BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE	
	GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	
							OTHER THAN AUTO ONLY:	
							EACH ACCIDENT	
							AGGREGATE	
A	EXCESS LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM						AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:						EL EACH ACCIDENT	\$ 500,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL						EL DISEASE - POLICY LIMIT	\$ 500,000
A	OTHER						EL DISEASE - EMPLOYEE	\$ 500,000
	PROFESSIONAL LIABILITY							\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -

Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.

CERTIFICATE HOLDER

Madison County Government 157 N Main St, Suite 154 Edwardsville, IL 62025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
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Tier 1 - Vendor Agreement
(As it applies to insurance coverage)

Business Name: _____
Address: _____
Phone/Fax/Email: _____

Before commencing work for **Madison County Government** all vendors agree to the following hold harmless agreement:

“To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Owner, contractor, architect, Architect consultants, and agents and employees of any of the previously mentioned from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the vendors work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by negligent acts or omissions by the vendor, the vendors subcontractor’s, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of Indemnity which would otherwise exist which as to a party or person described in this paragraph.”

Vendor also agrees to supply **Madison County Government** with a current certificate of insurance verifying the following:

- Workers Compensation: Statutory limits, including Employers liability of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease. **Waiver of Subrogation** in favor of **Madison County Government** must be included. Workers Compensation must be provided for all persons performing work at the jobsite, including but not limited to any principles, officers, employees of the vendor, sole proprietors, subcontractors, and sub-subcontractors. If owners, principles, officers or sole proprietors choose to exclude themselves from workers compensation, they agree they shall not, at any time, or in any way, seek such benefits, or any recompense, from Madison County Government for any on-the job related injury arising out of the work covered or contemplated by this Vendor Agreement.
- Commercial General Liability (including Bodily injury and property damage, completed operations, broad form property damage, contractual liability, for the obligation of vendor to Indemnify Madison County Government under the agreement, and per jobsite aggregate. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **Additional Insured and Waiver of Subrogation** in favor of **Madison County Government** must be included.
- Commercial Automobile Liability minimum limits of \$1,000,000 combined single limit. Additional insured and waiver of subrogation must to be included.

- Vendor to name Madison County Government (and others if requested) as additional insured's (form CG2010 11/85 or CG2010 07/04 and CG2037 07/04) include both work in process (ongoing operations) and completed work (completed operations). If insurance company specific forms replace the forms mentioned above, the additional insured form **MUST** be forwarded and approved prior to commencing work.
- All coverage afforded to the additional insured under this policy shall be **primary insurance**. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- If work of a professional nature is to be performed, professional liability (Errors and Omissions) must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- If your work will require that you have access to any computer hardware or systems, cyber liability must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- Limits of insurance are non-negotiable.
- Insurance must remain in place and be effective for no less than two years after project completion.
- Insurance Company(s) must be financially stable, rating of A-/VII or better, per A.M. Best Guidelines.
- This agreement shall not, in any way, affect Madison County Government's responsibility to perform the underlying contractual obligations to which this Vendor Agreement applies, within industry standards and workmanship-like manner.

Name & Title

Signature

Date

Please send the signed copy of this document and a certificate of insurance to:
sjperjak@madisoncountyl.gov

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts effective during a 12 month period commencing _____ between the contractor and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contractor will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contractor, other contractors and subcontractors and damage to any real or personal property, including property of Madison County, Contractor, other contractors and subcontractors. Contractor will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with subcontractor's indemnity obligation hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall Contractor be liable for and Contractor expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County by any employees of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Contractor rents, leases or uses equipment of Madison County, Contractor shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contractor shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contractor to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contractor and Madison County during the above specified period of time.

Dated: _____

Authorized Representative

Contractor Name

Address

City/State/Zip Code

Telephone Number