



**OFFICE OF WILL COUNTY EXECUTIVE**  
**LAWRENCE M. WALSH**

Rita Weiss  
Purchasing Director

(815) 740-4605  
Fax (815) 740-4604  
[rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com)

August 26, 2015

To Whom It May Concern:

You are invited to submit your sealed bid to provide Exam Gloves for the Sunny Hill Nursing Home, 421 Doris Ave., Joliet, IL. 60433. The contract period will commence December 1, 2015 through November 30, 2016 with two (2) one (1) year optional renewals.

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

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

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL. 60432, not later **than 10:30 A.M., Wednesday, September 16, 2015, "as so indicated by the time stamp clock of Will County"**.

Bids will be publicly opened and read by the Will County Executive or his representative at **10:40 A.M., Wednesday, September 16, 2015** at the Will County Office Building, 302 N. Chicago Street, 2<sup>nd</sup> Floor, Joliet, IL 60432.

The County of Will reserves the right to accept or reject any or all bids received.

Should you have any questions regarding this bid, please contact Rita Weiss in writing at [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com). We welcome your bid.

Sincerely,

Rita Weiss,  
Purchasing Director

**ADVERTISEMENT OF BID  
EXAM GLOVES FOR  
SUNNY HILL NURSING HOME  
JOLIET, IL.**

SEALED BIDS TO PROVIDE EXAM GLOVES FOR THE SUNNY HILL NURSING HOME, JOLIET, IL., WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 10:30 A.M., WEDNESDAY, SEPTEMBER 16, 2015.

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 10:40 A.M., WEDNESDAY, SEPTEMBER 16, 2015, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL., 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT [www.demandstar.com](http://www.demandstar.com) AND [www.willcountyillinois.com](http://www.willcountyillinois.com) AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

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, LAWRENCE M. WALSH.

**INSTRUCTIONS TO BIDDERS  
EXAM GLOVES FOR  
THE SUNNY HILL NURSING HOME  
JOLIET, IL.**

**GENERAL SPECIFICATIONS**

Sealed Bids are invited to provide Exam Gloves for the Sunny Hill Nursing Home, Joliet, IL. The contract period will commence December 1, 2015 through November 30, 2016 with two (2) one (1) year optional renewals.

**SEALED BIDS:**

Sealed bids will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL. 60432, **not later than 10:30 A.M., Wednesday, September 16, 2015.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **10:40 A.M., Wednesday, September 16, 2015** at the Will County Office Building, 302 N. Chicago Street, 2<sup>nd</sup> Floor, Conference Room B, 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 AND TWO COPIES, CLEARLY MARKED.**

Proposals shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

**SEALED BID:**                    **2016-25 Exam Gloves**

**BIDS DUE:**                    **WEDNESDAY, SEPTEMBER 16, 2015 - 10:30 A.M.**

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

**TAX EXEMPTION:**

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

**SIGNATURE OF BIDS:**

The **signature on bid documents** shall be that of an authorized representative of bidder. An officer of 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 his bid, represents that he has read and understands the bidding documents. The County of Will bears no responsibility for verifying that signer is so authorized.

**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 AND TWO COPIES, 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 sixty (60) 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 or 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, 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 written addendum to all bidders. The County of Will 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.

## **REJECTION OF BIDS:**

The bidder acknowledges the right of the County of Will to reject any and all proposals for cause and to waive non-material informality or irregularity in any bid received.

## **CONTRACT DURATION:**

The initial contract period shall run from December 1, 2015 and extend through November 30, 2016 with an option for the County of Will to renew for two (2) additional one (1) year periods.

## **NO BIDS:**

Those who wish not to bid this project please return your bid plainly marked "**NO BID**" or send **email notification of your "NO BID"** to keep your company's name on the bidders list.

**SAMPLES:**

Bidder must submit samples of all products for evaluation before award of any item. Samples must be received **on or before September 16, 2015**.

**SAMPLES MUST BE SENT DIRECTLY TO THE  
FACILITY AT THE ADDRESS BELOW:**

**SUNNY HILL NURSING HOME OF WILL COUNTY  
421 DORIS AVE  
ATTN: EDDIE BRADLEY  
JOLIET, IL 60433**

**SUBSTITUTIONS:**

1. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.
2. Each bidder shall enclose literature with its bid for a more accurate evaluation of the bid and these specifications.
3. Any bidder bidding on equal product must specify brand name, model number, and supply specifications of product. The Sunny Hill Nursing Home Director or their representatives shall judge whether an article shall be deemed to be equal.
4. Bids will be considered on equipment or material complying substantially with specifications provided, each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The Nursing Home Director or their representative 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. Brand names that may be mentioned in the specifications are used only as a reference to the type and quality of materials or equipment desired.

**PRIME CONTRACTOR CERTIFICATION:**

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

**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.

### **BID/PERFORMANCE SECURITY:**

**A 10 % Bid Bond or Cashier's Check** made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered into. **Money Orders or Company checks will not be accepted.** The Bid bond or cashier's check will be returned to the unsuccessful bidder(s) after award of the contract has been made. The bid bond or cashier's check of the successful bidder **shall be retained** by the County of Will as a performance bond until completion of the contract and shall be held for the entire length of the contract. If the county chooses to renew for a second and/ or third year, we will retain the bond until the contract expires, after which it will be returned.

### **NON-DISCRIMINATION:**

The Contractor 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 775 ILCS 10/1.

### **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 any unpaid balance due the successful bidder any increase in cost to the county as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

### **PRICES & QUANTITIES:**

Prices quoted are for the Original Contract Period of twelve (12) months; from December 1, 2015 through November 30, 2016, and prices quoted for any subsequent renewals are subject to County Board approval and shall remain in effect throughout the respective Contract Periods. Consideration will be given to the bidder that offers an additional percentage discount if awarded the bid in its entirety and is found to be low bidder overall. Quantities are based on last year's usage and are approximate figures. Quantities may vary during contract year.

**If County extends the optional renewal for year(s) two and/or three, and no percent of increase has been listed on the bid form, the original first year rates will apply.**

### **ILLINOIS FREEDOM OF INFORMATION ACT:**

Any and all submissions to the County of Will become the property of the County of Will 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) and other applicable laws and rules, 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 of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will 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, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, 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, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

#### **AWARDING OF BID:**

The bidder acknowledges the right of the County of Will to reject any bids in whole or in part not in compliance with the request for bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated. The bid is expected to be awarded at the October 15, 2015 meeting of the Will County Board.

#### **SUBMITTAL REQUIREMENTS:**

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

1. Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** Bid Form
4. **Signed** Receipt of Addenda Form
5. **Samples submitted to Sunny Hill Nursing Home on or before September 16, 2015**

**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_  
Name of contractor

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.

\_\_\_\_\_  
Name of contractor

\_\_\_\_\_  
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.

## Exam Gloves Bid Items

THE FOLLOWING QUANTITIES LISTED BELOW ARE BASED ON LAST YEARS USAGE AND COULD VARY DEPENDING ON INDIVIDUAL RESIDENT USAGE AND FACILITY CENSUS. THIS BID MAY BE AWARDED IN WHOLE OR IN PART BY LINE ITEM.

1: **GLOVES, LATEX EXAM - SIZE SMALL**

Current brand and/or manufacturer: International Direct

- Latex Exam
- Powder Free
- Non-skid
- Non sterile ambidextrous
- Single use ONLY
- Natural rubber latex
- Clear in color

**Packaging:** 100 Gloves per box, 10 boxes per case

**Usage:** 3 CS

**DELIVERY:**

Vendor driver deliver to **storeroom**

2: **GLOVES, LATEX EXAM - SIZE MEDIUM**

Current brand and/or manufacturer: International Direct

- Latex Exam
- Powder Free
- Non-skid
- Non sterile ambidextrous
- Single use ONLY
- Natural rubber latex
- Clear in color

**Packaging:** 100 Gloves per box, 10 boxes per case

**Usage:** 240 CS

**DELIVERY:**

Vendor driver deliver to **storeroom**

3: **GLOVES, LATEX EXAM - SIZE LARGE**

Current brand and/or manufacturer: International Direct

- Latex Exam
- Powder Free
- Non-skid
- Non sterile ambidextrous
- Single use ONLY
- Natural rubber latex
- Clear in color

**Packaging:** 100 Gloves per box, 10 boxes per case

**Usage:** 180 CS

**DELIVERY:**

Vendor driver deliver to **storeroom**

4: **GLOVES, LATEX EXAM - SIZE LARGE**

Current brand and/or manufacturer: International Direct

- Latex Exam
- **Powdered**
- Non-skid
- Non sterile ambidextrous
- Single use ONLY
- Natural rubber latex
- Clear in color

**Packaging:** 100 Gloves per box, 10 boxes per case

**Usage:** 3 CS

**DELIVERY:**

Vendor driver deliver to **storeroom**



Date Mailed: 8-26-15  
Due: 9-16-15, 10:30 A.M.  
Open: 9-16-15, 10:40 A.M.

RECEIPT OF ADDENDA FORM  
COUNTY OF WILL  
PURCHASING DEPARTMENT  
302 N. CHICAGO ST.  
JOLIET, IL. 60432

CONTRACT FOR  
2016-25 SHNH  
Exam Gloves

NAME \_\_\_\_\_.

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ Please check one:

CONTACT \_\_\_\_\_ Minority Vendor yes no

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ FEIN # \_\_\_\_\_

***THIS IS NOT AN ORDER***

Agency Name and Delivery Address: **SUNNY HILL NURSING HOME OF WILL COUNTY,  
421 DORIS AVENUE, JOLIET, IL 60433**

For additional information contact: **RITA WEISS, PURCHASING, [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com)**

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

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**

**Vendor Return Address:**

**SEALED BID DOCUMENT**

**BID #:** 2016-25

**DUE DATE:** 9-16-15

**DUE:** 10:30 A.M.

**DESCRIPTION:** SHNH Exam Gloves

**DATED MATERIAL-DELIVER IMMEDIATELY**

**WILL COUNTY PURCHASING DEPARTMENT  
302 N. CHICAGO ST., 2<sup>ND</sup> 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!**