



REQUEST FOR PROPOSAL

DUE: February 18, 2016; 10:00 am

PROJECT NAME: RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System

PROJECT SUMMARY: McHenry County College (MCC), Community College District 528, is seeking to contract for lease a new digital postal, shipping and receiving system for three years with the option to renew for two additional one-year periods.

REQUEST FOR PROPOSAL RESPONSE:

The request for proposal response must be delivered in a sealed envelope on the date and time specified. Late, faxed or e-mailed responses will not be considered. It is the firm's responsibility to ensure that the submission is delivered at the time and place set forth herein. All submissions are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

TO BE CONSIDERED, EACH FIRM SHALL RETURN TWO (2) COPIES OF ITS QUALIFICATIONS ALONG WITH A COPY ON A FLASH DRIVE, ADDRESSED AS FOLLOWS:

Jennifer Jones, Director of Business Services
Project Name: RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System
Due Date: February 18, 2016 @ 10:00 a.m. CDST
McHenry County College
8900 US Highway 14, Room A246
Crystal Lake, IL 60012

TIMING SCHEDULE:

- Issue Date – January 28, 2016
- Questions pertaining to this request are due by: February 4, 2016. Questions must be submitted in writing to jjones@mchenry.edu
- Response to questions - February 8, 2016 @ www.mchenry.edu/bid
- Submittal Due Date - February 18, 2016 – 10:00AM
- Recommendation made to Board - March 24, 2016
- Notification of Award – March 28, 2016

CONTENTS:

- Project Scope
- Proposal Format
- Authorization of Request for Qualifications Response
- General Instructions to Respondents
- MCC Provisions
- MCC Selection Process
- MCC Terms and Conditions
- MCC Insurance Requirements

SECTION I – PROJECT SCOPE

A. Project Overview

1. McHenry County College (MCC), Community College District 528, is seeking to contract a lease for a new digital postal, shipping and receiving system, including equipment, for three years with the option to renew for two additional one-year periods.

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System

Due Date: February 18, 2016 @ 10:00 a.m.

2. The successful vendor will be responsible for the provision, delivery, installation, and application training for the new postal, shipping and receiving system, all in accordance with the specifications, and terms and conditions contained in this solicitation.
3. Pricing is to include but is not limited to the following specifications. Attach documents to this bid that clearly states equipment, software, statement of work, information technology requirements, and all other aspects of your company's bid and pricing.
4. Pricing should be inclusive of all charges including but not limited to meter rental, meter resets, all software upgrades, maintenance, supplies, rate changes, installation, delivery and training.
5. Please note on proposal any pricing that is not included and is an optional up-charge.

B. Postal Equipment

1. Software License (s) and All Updates
2. Digital Mailing System with Mixed Mail Feed
 - i. Meter
 - ii. Departmental Accounting Capabilities – state number of departments that can be specified
 - iii. Processes 250 letters per minute
 - iv. Automatic Moist Roll Tape Dispenser for Postage
 - v. Power Stacker
 - vi. Mail Feeder Guide
 - vii. Touch Screen Monitor
 - viii. 30 lb. Scale with Interface Capabilities (USPS) and Stand
3. Additional Features
 - i. Installation and Training – Operator Training and on-Going Support - Dedicated Technician
 - ii. Custom Individual Log In ID Numbers on Software
 - iii. Automatic Date Advance Time Set by McHenry County College
 - iv. Post Date Jobs for Next Business Day and Show Up On Reports as Next Business Day Count and Postage
 - v. Automatic Sealing and Non-Sealing Options
 - vi. TMS Meter Resetting with Direct Connect
 - vii. Postage Loan if Needed at Zero Interest Rate on All Loans
 - viii. USPS Rate Change Protection
 - ix. Programmable Job Capabilities
 - x. Automatic Thickness Adjustment
 - xi. Prints Up to 3/4" Thick
 - xii. One Color Toner
 - xiii. Optimization after 500 pieces
 - xiv. Preloaded Mail Class Dies and Slogans
 - xv. Guarantee Pricing for the Term of the Lease
 - xvi. One Preventative Maintenance Visit Every Quarter
 - xvii. Weigh on Way (WOW) Capabilities
 - xviii. Entering Manual Postage Amount
 - xix. Pull Reports from Desktop Computer and be able to download into Excel - Expenditures, Department Details, Piece Quantity
 - xx. Warranty on Equipment and Software for the life of the Contract

C. Outbound Packages (Shipping) Equipment

1. Software License (s) and All Updates
2. Shipping System
 - i. UPS Rate Compliant with Carrier Surcharges and McHenry County College Discounts
 - ii. Pull Reports from System and be able to download into Excel- Tracking Numbers, Dates, Pieces, Shipping Method, Prices
 - iii. Delivery Point Address Validation (DPV) with Residential Module
 - iv. Thermal Label Printer
 - v. 100-150 lb. Scale with Report

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System
Due Date: February 18, 2016 @ 10:00 a.m.

3. Additional Features
 - i. Training – Operator Training and on-Going Support - Dedicated Technician
 - ii. Custom Individual Log In ID Numbers on Software
 - iii. Custom Field for RMA Number and Budget Code Number
 - iv. Warranty on Equipment and Software for the life of the Contract

D. Inbound Packages (Receiving) Tracking Equipment

1. Software License (s) and All Updates
2. Receiving System
 - i. Wireless Handheld Scanner
 - ii. Thermal Label Printer (maybe combine with shipping thermal printer)
 - iii. (3) Wireless Touch Screen PDA Systems with Individual Charging and Uploading to System Cradle
3. Additional Features
 - i. Training – Operator Training and on-Going Support - Dedicated Technician
 - ii. Custom Individual Log In ID Numbers on Software
 - iii. Ability to upload McHenry County College's address book into the system for label delivery information purposes
 - iv. E-Mail Employee Package Receipt Notification when Needed
 - v. Print Internal Delivery Labels with Recipient Location and Delivery Route Information
 - vi. Field for Purchase Order Number and Additional Information if Needed
 - vii. Archived Database
 - viii. Pull Reports from System and be able to download into Excel- Tracking Numbers, Dates, Pieces, Shipping Method Received, Recipient Name, Purchase Order Number Field, Additional Information Field, Multiple Pieces and Tracking numbers sent to the same Recipient
 - ix. Ability to Scan Multiple Packages that are Being Sent to the Same Recipient and Have One Delivery Label Made
 - x. Ability to View Internal Confirmation Signature with Time and Date on Desktop Computer and PDA System
 - xi. Warranty on Equipment and Software for the life of the Contract

E. Postal Equipment (Additional Items Needed for a Later Time)

1. E-Services
2. Wireless Handheld Scanner
3. Additional Features
 - i. Training – Operator Training and on-Going Support - Dedicated Technician
 - ii. Warranty on Equipment and Software for the life of the Contract

SECTION II – PROPOSAL CONTENT AND FORMAT

- A. **Proposal Content** – Information to be included with proposal.
 1. Signed Authorization of Request for Qualifications form – Refer to Section III.
 2. Proposal that provides a breakdown of all yearly costs, including but not limited to the equipment, software, maintenance, shipping, training and upgrades.
 - a. Provide total costs for each year, years 1-5, or total base cost for year 1 with percentage increase for each remaining year.
 - b. The college would prefer that the total cost for each year includes all costs, including but not limited to training, maintenance, calibration, software upgrades, etc.
 3. Information on your company, including location(s). A brief history of the company including incorporation and ownership, years in business, number of employees and its experience in providing the services as described in this request for qualifications.
 - a. Details of any parent company, partners and suppliers and the nature of the firm's relationship to them.

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System
Due Date: February 18, 2016 @ 10:00 a.m.

- b. Details of any sale, acquisition or merger anticipated by the firm.
 - c. Details of any litigation instigated against the firm or cancellation of contract for non-performance of the Vendor in the past five years.
 - d. Any other information regarding the firm which will assist MCC in evaluating its Proposal.
4. Provide a list of clients and representative projects of control integration projects that your company has successfully completed at similar facilities/institutions over the last two years.
- a. Identify at least three (3) projects of comparable character, size and complexity in which your company has provided these services. For each project identified, provide the following information:
 - i. Description and date of the project; key issues and solutions
 - ii. Project owner
 - iii. Reference information including name, title and phone number to contact.
5. Provide answers to the following questions and include in submittal.
- a. How will we receive software upgrades? What is the normal number of upgrades annually?
 - b. What is lead time for equipment after receipt of order?
 - c. What additional accessories are included with the equipment?
 - d. Does the shipping equipment and software system have to be obtained with the receiving equipment and software system, or can they be obtained separately?
 - e. Please describe maintenance and repair services. Are technicians your own company employees or is this service outsourced? What is the lead time for maintenance and repairs from notification?
 - f. Is the equipment upgradable? Describe.
 - g. Does your company manufacture its own proprietary equipment/components? YES OR NO, and if YES, please provide a brief description.
 - h. Does your company write its own software? YES OR NO, and if YES, please provide a brief description.
 - i. Provide a description of your training program. Is it on-site or web-based?
 - j. Are you under contract with any procurement consortiums?
6. Provide a copy of your standard lease agreement, and terms and conditions.
7. Section for additional information.

B. Format

1. Submittals shall not exceed fifty (50) pages total in length excluding front and back cover pages and section dividers.
 - a. The section dividers shall not include text or graphics.
 - b. Pages may be printed double sided.
 - c. Standard text shall not be less than 10 Font.
 - d. Combinations of text and graphic material may be used at the proposer's discretion. Proposers are encouraged to employ any methods they consider appropriate in communicating facts and qualifications.
2. For the ease of review by the committee, each response should be organized, with each section clearly marked and identifiable, and includes the minimum information described.
 - a. Any additional information is requested to be placed in the last section of the document.
3. Do not send in binders; documents should be stapled or coil bound.

SECTION III - AUTHORIZATION OF REQUEST FOR QUALIFICATIONS RESPONSE

ADDENDUM

Addenda number(s) _____ are hereby acknowledged.

These Request for Qualification Documents are respectfully submitted this _____ day of _____, 2016.

I HEREBY AUTHORIZE THE SUBMITTED STATEMENT OF QUALIFICATIONS, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO REQUEST FOR QUALIFICATIONS INSTRUCTIONS AND SPECIFICATIONS. I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

Name (Please print or type)

Name of Company

Authorized Signature and Title

Street Address

Telephone number

City, State & ZIP Code

FAX number

Email

Authorization of Statement of Qualifications Response must be made in the official name of the firm or individual which business is conducted, stating official business address, and must be signed in ink by a person authorized to legally SOQ the person, partnership, company, or corporation submitting the SOQ.

SECTION IV - STANDARD INSTRUCTIONS TO RESPONDERS

- A. Sign and return the original document, with one hard copy and a copy on flash drive; retain a duplicate for your files. Unsigned responses will not be considered for award.
- B. Give complete specifications for any substitutions or alternates offered. However, the college reserves the right to reject any and all substitutions and/or alternatives.
- C. MCC is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Exemption Certificates shall be furnished upon request.
- D. Prices submitted in this proposal shall include all charges for packing, transportation, and delivery to the College. All material is to be bid in U.S. currency.
- E. Vendor shall contact Jennifer Jones, Director of Business Services at jjones@mchenry.edu to clarify any part of this request for qualifications. **ALL QUESTIONS MUST BE IN WRITING.** Any questions received after the date specified on the cover sheet may not receive an answer due to the lack of time before the submittal due date. Any unauthorized contact shall not be used as a basis for responding and also may result in the disqualification of the firm's submittal.
- F. Responses shall be available for inspection in the office of Business Services after award of order(s) or contract(s).
- G. Explanations or statements which the Respondent wishes to make must be placed in the same envelope and attached to the Respondent's proposal. It is understood that the Respondent must adhere in strict accordance with the specifications and schedule and no substitutions may be made unless so indicated on the proposal form as received from the College.
- H. Special attention is directed to Respondents that no claim for relief due to errors or omissions in the response shall be considered. Respondents shall be held strictly to the proposals as submitted. Should a bidder find discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, they should advise the Director of Business Services who shall issue the necessary clarifications to all prospective Respondents by means of an addendum.

SECTION V – PROVISIONS

- A. The college reserves the right to conduct any investigation of the qualifications of any organization or firm submitting that it deems appropriate, negotiate modifications to any of the items proposed, request additional information from any firm, reject any or all requests for qualifications, or waive any irregularities which do not interfere with or impede the college's decision making process.
- B. The college, at its own discretion, can choose any services of any selected firm or to terminate the selection without cause and without penalty and the selection of a firm does not assure that any services will ultimately be requested.
- C. The college is not responsible for any expense incurred in preparing and submitting a qualification package or taking any action in connection with the selection process, or for the costs of any services performed by any firm prior to the execution of a contract.
- D. Any information submitted in conjunction with the qualifications will become the property of the college and are public records pursuant to Illinois Statutes. The firm shall clearly state in the qualification package any restrictions on the use of information contained within. The college reserves the right to cancel the qualification process at any time as deemed necessary by the college.

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System
Due Date: February 18, 2016 @ 10:00 a.m.

- E. If any portion of this job is to be done by a consultant, firm must disclose this information in this document. If this information is not disclosed, firm may be immediately disqualified. Firm is responsible for all work done by consultant(s) and all actions of consultant(s) while on college premises.
- F. Firm shall name McHenry County College as additional insured on all certificates and have liability insurance.
- G. Addenda/Additional Information:
McHenry County College will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date or amended due date. Proposers should not rely on any representations, statements, or explanations other than those made in this request for qualifications or in any written addendum. Where there appears to be conflict between the request for qualifications and any addenda issued, the last addenda issued will prevail.
- H. Late Qualification Submittals, Late Modifications, and Withdrawals:
Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. McHenry County College shall not be responsible for prematurely opening a submittal not properly addressed and identified, and/or not delivered to the proper designation.
- I. Rejection of Qualifications:
McHenry County College may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the proposing procedure. Submittals received after the stated time or at any place other than the time and place as stated in the notice will not be considered.
- J. Terms and Conditions:
McHenry County College's Standard Terms and Conditions shall be incorporated into this Agreement and, to the extent that the college's Standard Terms and Conditions are inconsistent with the firm's Terms and Conditions, agreement, or contract, MCC's Standard Terms and Conditions supersede contract terms and Firm's Terms and Conditions.
- K. Independent Contractor:
It is agreed that the firm and its employees will act hereunder as an independent contractor and acquires no rights to employment, tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the college. The parties agree that the firm and its employees will not act as the agent, representative or employee of the college.
- L. Subcontractor:
The vendor shall not assign the contract or enter into a subcontract for any of the services performed under the contract without obtaining prior written consent from the college. If any portion of this job is to be sub-contracted, firm must disclose this information in this document. If this information is not disclosed, firm may be immediately disqualified. Firm is responsible for all work done by sub-contractor(s) and all actions of sub-contractor(s) while on MCC premises.
- M. Conflicts of Interest:
The vendor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of McHenry County College as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the vendor in connection with any work contemplated or performed relative to this contract.
- N. Nondiscrimination:
The vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the vendor.

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System
Due Date: February 18, 2016 @ 10:00 a.m.

O. Freedom of Information Act:

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on Community College District No. 509, McHenry County College (the, “College”), to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to any work being done for the College in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the College. Contractor shall review its records promptly and produce to the College within two business days of request by the College the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the College to extend the time do so, and the College will, if time and a basis for extension under the Act permits, consider such extensions. Contractor further acknowledges that the Act, as amended and effective January 1, 2010, provides for severe criminal and civil penalties for willful failure to comply with its terms. Accordingly, Contractor does hereby agree, as an additional condition of being awarded a bid or the College agreeing to contract with Contractor to provide labor, services or materials to the College, that it will hold harmless and indemnify, including costs and reasonable attorney fees, the College and its Trustees, officers, agents and employees, against all damages incurred or penalties or fees assessed against it or them because of non-compliance with this agreement or the Act or the production requirements imposed under the Act.

P. Records:

The vendor shall maintain documentation for all charges against the college under this contract. The books, records, and documents of the vendor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the college.

Q. Severability:

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the college and proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

R. Guidelines:

The proposal request and any award made hereunder are subject to the guidelines of the Illinois Compiled Statutes contained in the Illinois Public Community College Act and of the college.

S. Prohibited Advertising:

The vendor shall not refer to this contract or the vendor’s relationship with the college hereunder in commercial advertising in such a manner as to state or imply that the vendor of the vendor’s services are endorsed or without the written approval of the college.

T. Exceptions:

Any exception to this request for qualification or the college’s standard terms and conditions may be an automatic disqualification of the firm’s submittal.

SECTION VI – SELECTION PROCESS

- A. The college reserves the right to: (1) evaluate the RFP’s submitted; (2) waive any irregularities therein; (3) reject any or all firms submitting RFP’s; and (4) negotiate certain terms and conditions of the agreement.
- B. For the RFP’s that qualify, selected firms may be invited for an interview. These firms will be asked to meet with the Selection Committee to present their qualifications in detail and to answer specific questions with respect to their submittal.

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System

Due Date: February 18, 2016 @ 10:00 a.m.

- C. If the college conducts interviews, each Proposer/Team is required to be represented in its interview by the key personnel with whom Owner staff will be directly conducting the day-to-day business of the Project, including the project Team Leader. If conducted, interviews will be sixty (60) minutes in duration. A formal presentation will be part of the interview. The presentation will be limited to forty (40) minutes in duration. The remainder of the interview period will be dedicated to discussion of project specific criteria and response to questions from Selection Committee.

- D. Criteria:
 - 1. Award will be made based on the best interest of MCC and includes but is not limited to:
 - a. Quality, thoroughness and clarity of SOQ as pertinent to the project description
 - b. Qualifications of firm's key professionals and outside consultants
 - c. Knowledge and experience of firm
 - d. Organization and management approach of the firm
 - e. Other projects completed successfully by firm of similar scope and budget

- E. All proposals submitted shall be binding for ninety (90) calendar days following the RFP due date.

- F. All proposals will become the property of McHenry County College and will not be returned to the firms. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of McHenry County College.

- G. By submitting a proposal, the vendors certify that they have fully read this RFP package, and have full knowledge of the scope, nature, and quality of work to be performed.

- H. Firms to identify matters that you would expect the college to confirm during the due diligence period. Information that is not freely shared may cause the college to reject your submittal.

SECTION VI – MCHENRY COUNTY COLLEGE (BUYER) - Terms and Conditions

Legal Entity: The “Buyer” is legally described as “The Board of Trustees of Community College District 528, commonly known as McHenry County College.”

Limitation of Liability: No purchase shall be made except as provided by Illinois law and any contract, verbal or written, made in violation is void. No officer or employee of the Legal Entity not expressly authorized under Illinois law, shall make any purchase on behalf of the Board, or enter into any contract of purchase, verbal or written, for any apparatus, equipment, suppliers, service, repairs, goods, wares or merchandise of any kind or description, or accept any of them on approval or otherwise. Vendor is directed to applicable Illinois law as contained in the Illinois Constitution and the Illinois Compiled Statutes to verify the authority of any person purportedly signing on behalf of the Legal Entity.

Governing Law: This Agreement shall be governed and construed in accordance with the Constitution and laws of the State of Illinois. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to “arbitration” or “mediation” contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that litigation arising from this Purchase Order of any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be heard only by a Judge sitting without a jury in Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them. In the event of any litigation Buyer shall have the right to recover its reasonable attorney’s fees and costs.

Affirmative Action/Equal Opportunity: McHenry County College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1961, Ill. Rev. Stat. 1987, Ch.38, Section 33E et seq. Buyer reserves the right to reject any and all bids, and waive any bid irregularities.

Authorization: Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Director of Business Services.

Taxes: McHenry County College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer’s sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller’s quote or bid prices as recorded on Seller’s proposal and on this purchase order but reserves the right to cancel the order if the prices are to be increased prior to the delivery of articles or the completion of services. The price shall not be changed without Buyer’s prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller’s proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Articles or Services: Articles to be delivered and/or services to be performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller’s proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

Inspection, Acceptance and Payment by Buyer: All goods shall be received subject to Buyer’s right to inspection and rejection. Those rejected as a result of inspection will be held for Seller’s inspection at Seller’s risk and, if Seller directs, will be returned at Seller’s expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for goods on an order prior to inspection shall not constitute acceptance.

Responsibility for Goods and Risk of Loss: All shipments are to be made “F.O.B. Destination” unless otherwise specified on Seller’s proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold “F.O.B. Point of Origin” and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

Patents and Copyrights: Seller warrants that there is no violation of patent rights or copyrights in manufacturing, producing, or selling the material or equipment covered by this order or in the use of such material or shipment by the Buyer in the usual or intended manner, and Seller agrees to hold the Buyer harmless from any and all liability, loss or expense occasioned by any such violation.

Instructions: A purchase order, authorized by the Director of Business Services, is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

MCHENRY COUNTY COLLEGE

RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System

Due Date: February 18, 2016 @ 10:00 a.m.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof,
 - b) upon the occurrence of any event entitling Buyer to reject the goods,
 - c) if any insolvency proceeding is instituted by or against Seller,
 - d) if Seller provides material false information to Buyer.
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods.

OSHA: All equipment and material shall be in accordance with OSHA Rules and Regulations in effect at the time of order.

MSDS: Seller shall forward a material safety data sheet (MSDS) to Buyer on all products on this order if applicable.

Work at Site: When this purchase order requires installation, or work at the site:

- 1) All work done must pay prevailing wage to the workers. It is Seller's responsibility to determine the appropriate current wage rate.
- 2) Insurance satisfactory to the Buyer shall be obtained and furnished before work is started, listing McHenry County College as an additional insured and a certificate holder.
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.
- 4) Seller shall comply with all of Buyer's requirements relating to job procedures, formalities, payrolls, etc.
- 5) The Seller will take whatever precautions are required to protect the Buyer's property and will repair or replace any damaged items to their original condition.
- 6) Pursuant to 30 ILCS 580/1 et seq., the Seller will agree to certify that they comply with the "Drug Free Workplace Act."

Bonds: If required by Buyer, the Seller, before commencing work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Combined Contract Sums as security for the faithful performance of the obligation of the Contract documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Combined Contract Sums as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety company satisfactory to the Buyer, and shall name Buyer as a primary co-obligee.

Bid Security: If required by Buyer, the Seller shall furnish a Bid security in the amount of 10%.

Changes in Scope of Work: Owner may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by Owner and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. Owner shall solely select the method of pricing.

Prevailing Wage Act: To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Contractor shall submit certified payrolls and shall perform all other obligations required by said Act.

Human Rights Act: To the extent required by law, contractor shall abide by the Ill. Human Right Act, 775 ILCS 10/0.01 et seq.

Drug Free Workplace: To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4)

Web Accessibility: As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>

Department of Employment Security Law: By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLink.com System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47). **NOTE:** Vendors who are parties to a collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement.

MCHENRY COUNTY COLLEGE
RFP02182016 – Leasing a Digital Mailing, Shipping and Receiving System
Due Date: February 18, 2016 @ 10:00 a.m.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer.

SECTION VII – INSURANCE AND INDEMNITY REQUIREMENTS

- A. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
- B. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
- C. **INSURANCE:** Upon execution of this Agreement, and prior to the Contractor commencing any work or services with regard to the Project, Contractor will provide insurance with the minimum limits and coverage as shown below, Insuring Owner by Companies acceptable to Owner, and providing that the Insurer must give the Owner at least 30 days prior written notice of cancellation and termination of the Contractor's coverage thereunder. All subcontractors the Contractor hires must comply with the same requirements.
- a) **PROFESSIONAL LIABILITY/ E&O:** N/A
 - b) **ENVIRONMENTAL LIABILITY:** N/A
 - c) **COMMERCIAL GENERAL LIABILITY:** Not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations aggregate, and \$2,000,000 General Aggregate subject to a per project aggregate.
 - i) Contractor shall provide the Owner with a Certificate of Insurance and Additional Insured Endorsement on ISO forms CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Owner, it's officers, agents, employees and assigns as Additional Insured thereunder on a primary and non-contributory basis. Coverage is to be maintained for no less than 4 years after completion of project.
 - d) **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:** As required by law and providing coverage of not less than \$500,000 for bodily injury caused by accident \$500,000 for bodily injury by disease and \$500,000 policy limit.
 - e) **BUSINESS AUTO LIABILITY INSURANCE:** Written in the amount of not less than \$1,000,000 each accident on any auto.
 - f) **UMBRELLA LIABILITY INSURANCE:** \$1,000,000
 - g) **WAIVER OF SUBROGATION:** Contractor shall obtain from each of Its Insurers a waiver of subrogation on Commercial General Liability and Worker's Compensation in favor of Owner, its officers, agents, employees and assigns with respect to Losses arising out of or in connection with the Work.
 - h) **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

END OF DOCUMENT