



**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)

September 16, 2013

To Whom It May Concern:

You are invited to submit your bid for the Sale of Retired Surplus Vehicles from the Will County Sheriff's Department, Joliet, Illinois. Complete bid specifications are attached.

Bids will be received in the Purchasing Department, 2nd Floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, not later than **Tuesday, October 1, 2013, at 11:00 A.M. "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 on **Tuesday, October 1, 2013, at 11:10 A.M.** at the Will County Office Building, 2nd Floor, 302 N. Chicago St., Joliet, IL 60432.

The bidder acknowledges the right of the County of Will to reject all bids, and to waive non-material informality or irregularity in any bid received in whole or in part as maybe specified in the solicitation.

Technical questions regarding the vehicles should be directed to **Fleet Maintenance Supervisor, Darrin J. Moore, of the Will County Sheriff's Garage, at (815) 727-4830.** If you should have any questions regarding the content of the bid specifications, please contact Rita Weiss, Purchasing Director, at [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com).

We welcome your bid.

Sincerely,

Rita Weiss  
Purchasing Director

RW/mmf

**ADVERTISEMENT OF BID  
FOR THE SALE OF  
RETIRED SURPLUS VEHICLES**

SEALED BIDS FOR THE SALE OF RETIRED SURPLUS VEHICLES, FOR THE WILL COUNTY SHERIFF'S DEPARTMENT, JOLIET, ILLINOIS, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 A.M., TUESDAY, OCTOBER 1, 2013.

BIDS WILL BE PUBLICLY OPENED AT 11:10 A.M., TUESDAY, OCTOBER 1, 2013, AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE 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), [www.willcountyillinois.com](http://www.willcountyillinois.com), AND 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 AND ALL PROVISIONS OF THE BID DOCUMENTS. THE BIDDER ASKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY AND ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED IN WHOLE OR PART AS MAY BE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

**INSTRUCTIONS TO BIDDERS  
FOR THE SALE OF  
RETIRED SURPLUS VEHICLES**

You are invited to submit your sealed bid for the Sale of Retired Surplus Vehicles for the Will County Sheriff's Department, Joliet, IL.

**SEALED BIDS:**

Sealed bids will be received in the Purchasing Department, Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, Illinois 60432, not later than **11:00 A.M., Tuesday, October 1, 2013, "as so indicated by the time stamp clock of Will County"**.

**BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **11:10 A.M., Tuesday, October 1, 2013**, at the Will County Office Building, 302 N. Chicago St., 2nd Floor, Joliet, Illinois 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.**

Bids 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:            RETIRED SURPLUS VEHICLES**

**BIDS DUE:             Tuesday, October 1, 2013, 11:00 A.M.**

Bids 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 or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

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

## **BIDDING PROCEDURES:**

1. All bids must be prepared on the forms provided by the County of Will and submitted in **TRIPLICATE** in accordance with the Instructions to Bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the instructions to Bidders, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change 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 whenever 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, at [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com). After bids are received, the Bidder will make no allowance for oversight.

## **TECHNICAL SPECIFICATIONS:**

1. The attached Vehicle list **MUST BE BID** on as a **COMPLETE PACKAGE, ONE PRICE FOR ALL TWENTY-FIVE (25) VEHICLES**. It would be advisable for each bidder to view and examine the vehicles before bidding on them. **Call Darrin J. Moore, Fleet Maintenance Supervisor at the Sheriff's Garage for an appointment, 815-727-4830.**
2. See bid forms for detailed specifications and quantities on the retired surplus vehicles, the County accepts no responsibility for any oral additions or amendments to the specifications and quantities on the bid forms.

## **NO WARRANTIES:**

**The vehicles are being offered "as is" and Will County makes no warranties, including but not limited to the warranties of merchantability or fitness, written or implied.**

## **TECHNICAL CONTACT PERSON:**

Any questions in relation to the specifications in this proposal should be directed to: **Darrin J. Moore, Fleet Maintenance Supervisor, Will County Sheriff's Garage, at (815) 727-4830.**

**Will County accepts no responsibility for and specifically disclaims any oral statements from any official, employee or agent of the County regarding the vehicles nor shall bidder rely on any oral statements from any official, employee or agent of the County, including but not limited to Darrin J. Moore.**

**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 the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

**NO BIDS:**

Those who wish not to bid this project please return your bid plainly marked "**NO BID**" so your company's name remains active in our files. If you choose not to reply your name will be removed and no future bids will be sent to you.

**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.

**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.

**DEFAULT:**

In case of default by the successful Bidder, the County of Will may sell the articles or services to other sources.

**CHOICE OF LAW AND VENUE:**

Any cause of action related to and/or arising out of this bid and/or the sale and purchase of vehicles which are the subject of this agreement shall be governed by Illinois law without regard to conflict of law provisions and venue shall be in the Twelfth Judicial Circuit, Will County, Illinois.

**REMOVAL OF SURPLUS:**

The successful bidder must remove all vehicles within **THIRTY (30) working days** after the bid is awarded, at the discretion of the Fleet Maintenance Supervisor, and must make arrangements for removal times with Fleet Supervisor Darrin Moore at Will County Sheriff's Office, Mon thru Fri 8am to 4pm Phone 815-727-4830.

**TRANSFER OF TITLES:**

The successful bidder must apply for transfer of titles for all vehicles **within THIRTY (30) days of removal** and **must supply proof of transfer to Will County within fourteen (14) days of said transfer.** If buyer breaches any provision of this paragraph, it shall indemnify and hold harmless Will

County from all causes of action, damages, and costs, including reasonable attorneys' fees and shall reimburse Will County for any costs incurred as a result of the breach.

### **INSURANCE:**

**RISK OF LOSS:** Upon notice of the award to the highest responsible bidder, the prevailing bidder shall assume all risks for loss or damage to the vehicle(s) whether or not it is (they are) stored on county property and he shall maintain such insurance, as he may deem necessary to protect himself against any loss or damage.

### **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. 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, 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 timeframes 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. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

### **TAXES**

The successful bidder shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

**PRICES:**

Prices shall remain firm for a minimum of ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.

**PAYMENT:**

Payment **must** be made by **CASHIERS CHECK**, made payable to the Will County Treasurer, and delivered to Purchasing Director at 302 N. Chicago Street, Joliet, IL, 60432, before the vehicles are picked up from the site at 2402 Laraway Road, Joliet, IL. **Money Orders or Company checks will not be accepted.**

**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.

**AWARDING OF BID:**

The bidder acknowledges the right of the County of Will to accept the bid deemed most favorable to the interest of the County of Will. Will County also reserves the right to refuse the high bid and re-bid the project if the total amount is deemed to be inadequate after all bids have been examined and evaluated.

The Bid is expected to be awarded at the October 17, 2013 meeting of the Will County Board.

**SUBMITTAL REQUIREMENTS:**

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

1. **Signed** Prime Contractor Certification Form
2. **Signed** and completed Bid Form
3. **Signed** and completed Receipt of Addenda Form

**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_

Name of Bidder

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 Bidder

\_\_\_\_\_  
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.



**SUBMIT BID FORM TO**

**Bid Let:** 9-16-13  
**Due:** 10-1-13, 11:00 A.M.  
**Open:** 10-1-13, 11:10 A.M.

**PURCHASING DEPARTMENT  
 COUNTY OF WILL  
 302 N. CHICAGO ST.  
 JOLIET, IL. 60432**

**CONTRACT FOR  
 #2013-17  
 SURPLUS VEHICLES**

NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ **please check one:**  
 CONTACT \_\_\_\_\_ Minority Vendor  **yes**  **no**  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
 E-MAIL \_\_\_\_\_

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**Agency Name and**                      **SHERIFF'S GARAGE, 2402 E. LARAWAY RD.**  
**Delivery Address:**                **JUST EAST OF RT. 52, JOLIET, IL. 60433**

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**For Additional**                      RITA WEISS, PURCHASING DIRECTOR, 815-740-4605, OR  
**Information contact:**              DARRIN J. MOORE, SHERIFF'S GARAGE, 815-727-4830

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**THE VEHICLES LISTED BELOW (ON THIS PAGE AND THE FOLLOWING PAGE) MUST BE BID ON AS A COMPLETE PACKAGE, ONE PRICE FOR ALL TWENTY-FIVE (25) VEHICLES. THIS COMPLETE PACKAGE WILL BE AWARDED TO THE HIGHEST BIDDER.**

**THIS IS NOT AN ORDER**

ID #	YR/MAKE/MODEL	AGE	VIN #	MILEAGE
2309	2003 FORD CROWN VIC	10	2FAFP71W03X114190	244,206
2134	2001 FORD CROWN VIC	12	2FAFP71W41X169190	170,356
9840	1998 FORD CROWN VIC	15	2FAFP71W8WX178420	135,677
2127	2001 FORD CROWN VIC	12	2FAFP71W71X169183	175,252
2037	2000 FORD CROWN VIC	13	2FAFP71W2YX210426	127,832
9937	1999 FORD CROWN VIC	14	2FAFP71W3XX205539	90,738
2351	2003 FORD CROWN VIC	10	2FAFP71W63X189721	195,047
2339	2003 FORD CROWN VIC	10	2FAFP71W53X189709	183,833
2210	2002 FORD CROWN VIC	11	2FAFP71W42X156456	203,926
9811	1998 FORD CROWN VIC	15	2FAFP71W5WX178391	108,429
9902	1999 FORD CROWN VIC	14	2FAFP71W6XX205504	111,316
2346	2003 FORD CROWN VIC	10	2FAFP71W23X189716	181,980
2002	2002 CHEVY TRUCK	11	1GCGC33R1YF488448	73,473

ID #	YR/MAKE/MODEL	AGE	VIN #	MILEAGE
9823	1998 FORD CROWN VIC	15	2FAFP71W8WX178403	119,176
292	2002 CHEVY EXPRESS VAN	11	1GCHG35R321202884	186,695
2139	2001 FORD CROWN VIC	12	2FAFP71W31X169195	209,963
2135	2001 FORD CROWN VIC	12	2FAFP71W61X169191	122,119
2007	2000 DODGE DURANGO	13	1B4HS28Z9YF292538	138,378
2211	2002 MITSUBISHI MONTERO	12	JA4MW31R62J014460	116,795
2312	2003 FORD CROWN VIC	10	2FAFP71W63X114193	198,501
2426	2004 FORD F-350	9	1FTSX31P24EC29922	146,980
973	1998 FORD CROWN VIC	15	2FAFP71WXWX126593	146,541
962	2001 DODGE VAN	12	1B4GP44341B224784	86,675
2340	2003 FORD CROWN VIC	10	2FAFP71W13X189710	211,331
9822	1998 FORD CROWN VIC	15	2FAFP71W6WX178402	168,823

**GRAND TOTAL FOR ALL TWENTY-FIVE (25) VEHICLES** \$

Total contract amount written in words. In case of discrepancy, the amount in words shall govern.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_  
Representative of Company

**Bid Let:** 9-16-13  
**Due:** 10-1-13, 11:00 A.M.  
**Open:** 10-1-13, 11:10 A.M.

**RECEIPT OF ADDENDA FORM**  
**Purchasing Department**  
**County of Will**  
**302 N. Chicago St.**  
**Joliet, IL. 60432**

**Contract for**  
**#013-17**  
**Surplus Vehicles**

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

***This Is Not an Order***

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<b>Agency name and Delivery address:</b>	<b>Will County Sheriff's Department 2402 E. Laraway Rd., Joliet, IL. 60433</b>
<b>For information:</b>	<b>DARRIN J. MOORE, SHERIFF'S GARAGE, 815-727-4830 or Rita Weiss, Purchasing Director, rweiss@willcountyillinois.com</b>

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**ADDENDUM RECEIPT:**

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

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

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**ADDENDUM RECEIPT:**

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

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

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**ADDENDUM RECEIPT:**

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

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

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**ADDENDUM RECEIPT:**

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

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

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**LATE BIDS CANNOT BE ACCEPTED!**

**SEALED BID DOCUMENT**

**BID #:** 2013-17  
**DUE DATE:** 10/1/13  
**DUE:** 11:00 A.M.  
**DESCRIPTION:** Surplus Vehicles

**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!**