



2021

TECHNOLOGY
COPIER
EQUIPMENT AND
MAINTENANCE
SERVICES ITB

Kendall Technology Services

SUMMARY

Kendall County Technology Services is accepting bids for Copier Equipment and Maintenance Services.

Matthew Kinsey

Director of Technology

Invitation To Bid

2021 Copier Equipment and Maintenance Services

On behalf of Kendall County, I invite you to furnish a bid in accordance with the Scope of Work and Instruction to Bidders stated herein. Carefully read the instructions and follow procedures as outlined in order to be considered for award of contract for this project.

All questions should be directed to:
Kendall County Technology Services
Attention: Director of Technology Services
811 W John St, Rm 229
Yorkville, Illinois 60560
mkinsey@co.kendall.il.us

Any questions received shall be answered at the discretion of the County. All questions must include a valid email address for response. Replies will be issued to all Bidders of record via email and will become part of the ITB Documents. Questions will not be responded to by oral clarification. Any perceived oral clarifications or interpretations shall be without legal effect.

All questions must be submitted prior to the submittal deadline.

Information About the County's Current Equipment:

Current volume estimates are indicated below on the copiers used throughout the County offices (21 black & white machines, 18 color machines).

The County would like to keep 3 of our existing Konica C364 machines and 1 KIP 7170 and have them under services contract. Kendall County has 1 machine that is still under lease until the end of December 2021 and will be including its replacement in this ITB.

- Black toner clicks 100,000 per month, Color toner clicks 30,000 per month
- One click should include up to 11"x17" sized single image.
- The current contract is charged on a per click monthly flat rate for black and color clicks.
- Our projected number of devices needed is as follows, see attachment #1; however, the County may alter the number of devices, if needed.
- Copiers are at various location of the County, see attachment #2.

Requirements: All bids must comply with the Scope of Work and the Instructions to Bidders, including all attached and incorporated documents.

SCOPE OF SERVICE

General Objective:

The County wishes to lease new copier/multifunction devices for use throughout the County's various department/locations through a five (5) year lease and maintenance service contract. The new equipment should use the latest technology available to meet our present and future needs (scanning, coping, printing in b/w and color).

The County is currently under leases that are month to month and 1 lease that expires in December 2021.

General Specifications:

1. Successful vendor shall furnish, deliver, install, and make devices ready for use by the designated installation date June 2021.
2. After installation of the devices, only County IT staff is authorized to connect said devices to any County network. The vendor's staff will not be expected to work on the network or PCs unless requested for assistance.
3. If devices have an unreasonable amount of failures and/or repairs during the contract period, the successful vendor shall replace said device with another device having equal or better features and value for use during the remainder of the initial five-year lease period and at the same monthly lease cost. Replacement requirements and justification for replacement will be determined solely by the Kendall County.
4. The speed for the full color devices must be based on the speed (copies per minute/cpm) of the color output, not the black and white output.
5. The devices shall be new, of current manufacturer (not remanufactured or used machines), and must have been formally announced for marketing purposes before the date of the proposal.

6. The Vendor shall be responsible for the removal/disposal of the current copier equipment and installation/configuration of new copier equipment.
7. The Vendor shall include, if able, a quote for continued maintenance of the existing pieces of equipment the County will be keeping. These machines are 3 Konica C364 and 1 KIP 7170.

Device Common Features:

The items listed are meant to define the basic features, options and technical capabilities that the equipment must provide. Technical literature for all equipment proposed and any other elements of vendor support shall be submitted as part of the proposal. Vendors should highlight competitive advantages in their proposal.

Hardware

1. Dual Scan Document Feeder
2. Print, copy in black or full color, and network scan
3. Fax
4. Three/Four (3/4) variable size adjustable paper trays; letter size, legal size, ledger size, and envelopes. 1-drawer must be LCT
5. Internal Finisher holds 500 sheets
6. Staple unit (minimum 50 sheets)
7. Collating finisher with multi positional stapler
8. Multiple Copies: 1 to 999
9. Copy Exposure: Automatic or Manual
10. Minimum of 600x600 DPI,
11. Magnification: -25% to 400% (1% Increments)
12. 2-Sided (input: output) 1-1, 1-2, 2-2, 2-1
13. Automatic Duplex
14. Job Interrupt feature
15. Original Type Selection: Photo & Text, Photo, Text
16. Book Copying/Bound Copying off glass
17. Paper
 - a. Weight: 13 lb. Bond to 80 lb. Cover (55 to 220gsm)
 - b. Types Plain, Bond, Lightweight, Heavyweight, Gloss, Heavyweight Gloss, Labels, Transparencies, and Custom. Please note any recommended paper for your machines.
21. Scan Solution
 - a. Scan destinations: Scan to FTP, Scan to SMB, Scan to USB memory drive, Scan to email, Scan to folder, Scan to mailbox, Scan to network
 - b. Scan file formats: PDF, JPEG, TIFF, XPS, PDF/OCR
 - c. Auto Color, Full Color, Black & White
 - d. Scanner Resolution minimum 600 DPI
 - e. Scan up to 11x17 for the SCADA/WATER location
 - f. Compatible with Laserfiche solution
18. Please note any additional features which your machine has incorporated.
19. All proposals must quote costs to include any maintenance costs and machine supplies, such as toner, drums, fusers, and other items that are part of the machine.

20. Maintenance costs for each machine must be separately identified as part of the quote. The County will also require that the Vendor provide the lease interest rate.

Software and User Features

1. Configure user department codes for prints/copies/scans
2. Easy user friendly menu interface
3. Easy access user directory/address book with configurable quick access directory
4. Configurable print/copy job presets
5. User scan/copy features which include reduce, enlarge, darkness control
6. Setup scanning ability for color and black/white PDF, JPG, and TIFF to existing
7. Windows Server shared folders

Additional Capabilities/Feature Descriptions:

Please describe any features or capabilities not delineated above that would be useful for understanding and evaluation. Note any components that have extra costs associated with them. Examples of such features would include add-on features, unique features sets, advanced capabilities, etc. All such descriptions should be based on products that are shipping as of the bid due date.

Regular and Preventative Maintenance and Supplies

Coverage offered in each instance, is to be a full-service maintenance contract which includes all developer, toner, fuser, oil, drums, repair parts, labor and preventative maintenance services. All toner must be on an auto order system with toner being delivered to machine location without a shipping fee. Machines furnished will not be eligible for removal from maintenance coverage until after 5 years of life from the date of installation. Vendor(s) must provide manufactures notices of discontinuing the product of any model furnished hereunder. The equipment will require preventative maintenance and repairs.

All copiers or “clicks” made by Vendor in the performance of their maintenance duties must be exempt from the Kendall County’s overall cost.

Customer Support Services:

Normal County office hours operate on a Monday through Friday, 8:00 a.m. – 4:30 p.m.

The successful vendor(s) must provide ongoing telephone support regarding the use of the equipment to department end users and IT staff during office hours. Vendor(s) will provide a contact name and phone numbers for support and services staff.

Please include proposed method of managing service calls regarding:

- Service organization background and qualifications
- Method for service call tracking per device
- Level of service specifications
- Copier to Technician Ratio
- Average Response Time

Services Requirement:

Except on County holidays, the vendor(s) shall provide preventative and remedial maintenance service during the County's normal business hours 8:00 a.m. – 4:30 p.m. to keep equipment in good working order. Vendors response time shall be 4 hours. Preventative maintenance will be based on the specific needs of the equipment as determined by the manufacturer. On-call remedial maintenance will be performed on an as-needed basis as determined by Kendall County. An adequate inventory of spare parts must be kept by the vendor(s) locally to be available for repairs necessary to keep the copiers operating. All maintenance will be performed by fully trained technicians with at least 5yr experience.

All repair technicians dispatched to repair County copiers and maintenance service shall be fully aware of the conditions contained herein. Each qualified technician shall also be trained in customer service and customer relations. The County may require documentation from vendor(s) that repair technicians have received such training.

The County prefers that the winning proposer has two engineers certified in the proposed products. Please include resumes in your response.

Supply Capabilities

1. Monitoring and management system should, at a minimum, allow for remote monitoring and possible automatic reordering of consumables.
2. Technicians must carry ample parts inventory to return all MFP equipment to service within one business day after commonly occurring failures or malfunctions.
3. Parts supply/warehouse must be locally available with the ability to overnight parts at no cost to the County.
4. The Vendor will supply all contact information and instruction necessary to request consumables (toner, etc.) in bid pricing.

Training

Vendors must include explanation of how training will be provided for County personnel. The training should include at a minimum technical training for IT staff that covers topics such as installation, configuration and maintenances of the proposed copiers. Also at a minimum, copier unit and feature training should be provided to end users of the proposed copiers. List, in specific terms, the technical and end-users training elements with expected timeframes using general benchmarks, i.e. upon delivery, the next working day after installation, etc.

Invoicing:

Vendor(s) shall prepare one monthly invoice for all equipment and shall include:

- Invoice date and number
- Separate location, make, model and serial number for each copier billing
- Number of copies/prints per machine
- Current and previous reading
- Date of meter reading

In addition, vendor(s) shall provide administrators ability to generate meter read reports using method comparable to monthly invoice for auditing purposes.

Invoices shall be submitted to:
Kendall County Technology
Room 229
811 W John Street
Yorkville IL 60560

Cost of Proposal: Preferred flat rate pricing for black and color clicks for the 5years. The bid must include a breakdown of all costs and cost options, including customer/technology support, training (onsite or online), shipping of equipment, installation of equipment, and any ancillary expenses such as travel related to training.

The cost for any upgrade or added device during the contract term will be negotiated separately at time of upgrade/add-on and will affect that device only. Such upgrade(s) or add-on(s) will not affect the end date for the lease.

All manufacturer system updates shall be automatically installed at no cost to the County.

The lease shall be a five-year lease with a fair market value buyout. If the fair market value buyout is not exercised, the successful vendor will remove devices at no charge (and with no penalty at the end of the contract term).

If the selected vendor chooses to finance its devices proposed to the County through a third party leasing company, it is the vendor's right. However, any such arrangement shall be solely between the vendor and the leasing company. The County shall remain clear of all such arrangements and shall not have to alter or amend any terms or conditions of this Invitation To Bid (ITB)/award to accommodate a third party. Vendor shall remain the sole source of contact with the County.

Delivery

Delivery will be considered in making the award and the proposers shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Vendor will work with the County to assign installation schedules. Failure to meet said delivery promises without prior consent of the Director of Technology will be considered a breach of faith.

Freight

Freight is all inclusive unless otherwise stated.

Fuel Surcharge

The Kendall County does NOT accept any fuel surcharges.

Taxes

The Kendall County is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

Experience: Bidder must provide at least three references of past work, similar in scope and size, including the reference's contact information for verification purposes.

INSTRUCTION TO BIDDERS

General Description: Bids are being accepted for the purchase of:
Copier Equipment and Maintenance Services. (see Scope of Work for details)

Requirements: The following will apply to all bids received:

1. All bids must be comprehensive and complete for the services requested. The accepted bid shall be contracted by Kendall County for the total of the submitted bid. Kendall County will not be responsible for any additional charges above the accepted bid unless additional services are negotiated and accepted by Kendall County by addendum to the original contract. The terms that will be included in the contract for the services are attached to this ITB as the "Agreement." By submitting a bid, bidders are agreeing to those terms found in the Agreement.
2. Kendall County will not be responsible for any expenses incurred by the bidder in preparing and submitting bids. All bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The bidder must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature.
4. The individual signing the document for the bidding organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a bidder to promptly supply information requested in this ITB or other information subsequently requested may result in the bidder being eliminated from consideration.
8. The contents of the bid submitted by the successful bidder and this ITB (including the Scope of Service, Instructions to Bidders, and any and all attached, referenced, or incorporated documents) will become a part of the contract awarded as a result of these specifications.
9. Kendall County reserves the right to request clarifications or corrections to bids.
10. All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the bidder agrees to an extension.

11. The bidder acknowledges that all bid materials become the property of Kendall County and, as such, may be available to the public. By submitting a bid, bidder acknowledges that Kendall County's decision is final, binding, and conclusive upon the bidder for all purposes.
12. The bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or Kendall County. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify Kendall County in writing, and Kendall County will issue written corrections or clarifications. The bidder is responsible for the contents of its bid and for satisfying the requirements set forth in the ITB. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the bidder in the process of putting the bid together.

County's Rights: Kendall County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in the ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

Questions and Interpretations: Submit questions about the documents to the Director of Technology via email mkinsey@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Bid will be considered as implicitly denoting thorough comprehension of intent of the documents.

Submittal: Submit completed bid and other required documents via email to mkinsey@co.kendall.il.us or by mail to the Kendall County Technology. If submitted by e-mail, the subject line of the e-mail should state "2021 Copier Bid Package." If submitted by mail, the envelope should be marked with the same language. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement have been completed.

Completed bids can be forwarded or mailed to Kendall County Technology Services, 811 W John St, Room 229, Yorkville, Illinois 60560. Bids must be received before April 21, 2021 at 9:00am, in order to be considered.

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the Kendall County's benefit only and is intended to provide Kendall County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at Kendall County's discretion.

Opening: The bids shall be opened and publicly read on April 21, 2021 at 10:00am in the Health and Human Services Building at 811 W John St, Room 228, Yorkville IL 60560 by the Director of Technology. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The

results shall be recorded and forwarded with all bidding documents to the Kendall County Board. Attendance is NOT required.

Award: It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB.

Rejection of Bids: The Kendall County Board, Kendall County Administrative/HR Committee, and Kendall County Technology Services Director reserve the right to reject any or all bids and to waive any or all irregularities. Kendall County may seek clarification from a bidder at any time and failure to respond promptly is cause for rejection.

Disqualification: Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. The bidder's failure to agree to the terms and conditions of the attached Agreement or otherwise meet the mandatory requirements will result in the disqualification of the bidder's bid from further consideration as an unresponsive bid.

Execution of Contract: Notwithstanding any delay in the preparation and execution of the contract, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order.

The following is an overview of the key requirements by specific desired features:

QTY & Type		Model Name/Number	Cost Per Copy	Per Month Lease Amount	Total Term Cost
A4 B/W Multifunctional Copier – Minimum of 40 ppm					
1	(1) 500 Sheet Drawer w/Fax				
1	(1) 500 Sheet Drawer				
2	(2) 500 Sheet Drawer w/Fax Caster stand				
B/W Multifunctional Copier – Minimum of 36 ppm					
2	(2) 500 Sheet Drawer, (1) 2,500 Sheet Drawer(LCT), Dual Scan Document Feeder, Internal Staple Sorter				
5	(2) 500 Sheet Drawer, (1) 2,500 Sheet Drawer(LCT), Dual Scan Document Feeder, Internal Staple Sorter Fax Utilities				
Color Multifunctional Copier – Minimum of 36 ppm					
22	(2) 500 Sheet Drawers, (1) 2,500 Sheet Paper Drawer(LCT) Dual Scan Document Feeder, Internal Staple Sorter, Fax Utilities				
4	(2) 500 Sheet Drawers, (1) 2,500 Sheet Paper Drawer(LCT), Dual Scan Document Feeder, External Staple Finisher, Fax Utilities				
Color Multifunctional Copier – Minimum of 65 ppm					
2	(2) 500 Sheet Drawers, (1) 2,500 Sheet Paper Drawer(LCT), Dual Scan Document Feeder, External Staple Sorter, Fax Utilities				
1	(2) 500 Sheet Drawers, (1) 2,500 Sheet Paper Drawer(LCT), Dual Scan Document Feeder, External Staple Sorter, Fax Utilities Hole Punch				
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Facility Locations

Assessors	111 W Fox St, 3 rd Flr, Yorkville IL 60560
Administration	111 W Fox St. 3 rd Flr Yorkville IL 60560
Planning, Building and Zoning	111 W Fox St, 2 nd Flr, Yorkville IL 60560
County Clerk	111 W Fox St, 2 nd Flr, Yorkville IL 60560
COB Boardroom	111 W Fox St, 2 nd Flr Yorkville IL 60560
County Recorder	111 W Fox St Yorkville IL 60560
Treasurer's Office	111 W Fox St Yorkville IL 60560
Voter Registration	111 W Fox St Yorkville IL 60560
Forest Preserve	110 W Madison, 2 nd Flr, St IL 60560
ROE	110 W Madison, Basement, Yorkville IL 60560
County Highway	6780 Route 47 Yorkville IL 60560
Circuit Clerk	807 W John St Yorkville IL 60560
Probation	807 W John St Yorkville IL 60560
Public Defender	807 W John St Yorkville IL 60560
State's Attorney	807 W John St Yorkville IL 60560
Judiciary	807 W John St Yorkville IL 60560
Court Security	807 W John St Yorkville IL 60560
Sheriff Administration	1102 Cornell Ln, 2 nd Flr, Yorkville IL 60560
Sheriff Records	1102 Cornell Ln, 2 nd Flr, Yorkville IL 60560
Investigations	1102 Cornell Ln, 2 nd Flr, Yorkville IL 60560
Deputy	1102 Cornell Ln, 2 nd Flr, Yorkville IL 60560
Sergeants	1102 Cornell Ln Yorkville IL 60560
Commanders	1102 Cornell Ln Yorkville IL 60560
Booking	1102 Cornell Ln Yorkville IL 60560
Patrol	1102 Cornell Ln Yorkville IL 60560
KenCom	1100 Cornell Ln, Basement, Yorkville IL 60560
Animal Control	802 W John St Yorkville IL 60560
Facilities Management	804 W John St Yorkville IL 60560
Environmental Health	111 W John St, 2 nd Flr, Yorkville IL 60560
Community Action	111 W John St, 2 nd Flr, Yorkville IL 60560
HHS Administration	111 W John St, 2 nd Flr, Yorkville IL 60560
HHS Mailroom	111 W John St Yorkville IL 60560
Public Nursing	111 W John St Yorkville IL 60560
Morris location	1802 N. Division St, Suite 602 Morris IL 60450

AGREEMENT

This Agreement, made and entered into on the last day of signature below between KENDALL COUNTY, ILLINOIS (hereinafter "Kendall County"), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and _____, with its principal place of business at _____ (hereinafter referred to as "Contractor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

Conflict. In the event of a conflict between any term in the contract documents and the terms of this Agreement, this Agreement shall control.

Services. Pursuant to, and as set forth in this Agreement, Contractor will provide Kendall County with the following equipment and services: [Reference 2021 Technology copier Equipment and Maintenance Services ITB].

Payment. As consideration for the equipment and services, the County agrees to pay Contractor's monthly invoices. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the payment schedule set forth herein to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1, et seq.)

Non-Discrimination. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Certification. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the Contractor been so convicted nor made such an admission.

Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Indemnification. Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads,

employees, insurers, and agents (hereinafter collectively referred to as “Releasees”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the “Claims”), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Contractor in its performance under this Agreement. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State’s Attorney. Releasees’ participation in their defense shall not remove Contractor’s duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

Confidentiality. It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk’s office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Insurance. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best’s rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Commercial General Liability (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Kendall County.

Additional Insured Status: Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation: Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

Verification of Coverage: Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

Compliance With State and Federal Laws. Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

Background Checks/Security. Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees

that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Independent Contractor Relationship. It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

Non-Appropriation. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

Warranties. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

Termination. This Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. Kendall County shall reimburse the Contractor for any services completed and any services partially completed prior to the termination date. Upon receipt of a termination notice, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Contractor's failure to mitigate such losses. Further, Kendall County shall not be responsible for salaries,

overhead and fees accrued after the Agreement's termination. Kendall County shall not be liable for any other additional payments, penalties and/or early termination charges.

Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, County Administration, Attention: Scott Koepfel, 111 W. Fox Street, Yorkville, Illinois, 60560, fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to:_____.

Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

Waiver. Kendall County and/or the Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

Entire Agreement. This Agreement, along with Invitation to Bid and attached documents, represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Authority To Execute Agreement. The County of Kendall and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this

Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

The parties hereto caused this Agreement to be executed on the dates inserted below.

	KENDALL COUNTY, ILLINOIS
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: