

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

INVITATION TO BID

Body Scanner for High Security Screening



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INVITATION TO BID

Body Scanner for High Security Screening

On behalf of the Kendall County Sheriff's Office, I invite you to submit a bid in accordance with the Bid Guidelines and Bid Specifications for the services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

Kendall County Sheriff's Office
1102 Cornell Ln.
Yorkville, IL 60560

All questions should be directed to:

Deputy Commander Gillespie
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
JGillespie@co.kendall.il.us
(630) 553-7500 x1148

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Bidders/ Vendors of record in writing and will become part of the ITB Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

INSTRUCTION TO BIDDERS

A. Pre-bid Facility Tour:

If you would like to tour the facilities you may contact Joe Gillespie at (630) 553-7500 or jgillespie@co.kendall.il.us to arrange details.

B. Availability of Documents:

Interested suppliers should note that, unless otherwise stated in the INVITATION TO BID (ITB) documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations.

Format of Responses: This section outlines the format and information to be provided by the bidder. The Kendall County Board will award the contract to the lowest responsible bidder and the format and information requirements will help the County to determine responsible bidders. Any bidder not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.

1. **Information Required From Bidders:** As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this invitation.
2. **Cover Letter:** Provide a cover letter prepared on the bidder's business stationery. The purpose of this letter is to transmit the bid, so it should be brief. The letter should contain a statement that the bid is responding to the County's ITB. Other items outlined in the cover letter include:
 - a. A statement that the attached bid is complete as submitted;
 - b. A statement that all terms and conditions contained in the bid are valid for 90 days from the bid closing date;
 - c. The letter must be signed by a representative who is authorized to contractually obligate the bidder or consortium of bidders.
3. **TECHNICAL PROPOSAL REQUIREMENTS: Your Bid must include the following:**
 - a. **Basic Company Information**
 1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
 2. Contact Person.
 3. Type of Organization.
 4. Total Number of Staff.
 5. Underlying philosophy of your firm in providing the services requested.
 6. Firms Financial Ability to Provide Services and Fulfill Project Contract.
 7. Years in Business Providing Similar Services.
 8. Firm's Employee Training Programs.
 9. Firm's Policies (Administrative & Operational) that would be associated with this project.
 10. Corporate Experience.

b. Brief Company History

c. Summary of Firm's Relevant Experience Limit references to a total of three (3). References must be of similar project scope. References must be currently under contract or a contract completed within the past five (5) years. Include the following:

1. Contract Name/Location/Dollar Value/Owner Information.
2. Description. Include contact person with phone number.
3. Start, Finish, or Anticipated Completion Date.
4. Description of all services provided.
5. Contract monetary value.
6. Average daily population of adult correctional facilities.

d. Financial/Legal

1. State of Illinois Business License.
2. Provide Insurance Coverage Certification.
3. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past Projects and any actions brought against you by a Sheriff, County, Department of Corrections or State within the last five (5) years.

e. Contract Start-up/ Transition Plan

1. Approach to start-up.
2. Organizational ability to start-up.
3. Detailed description of implementation plan (To include system testing.)
4. Detailed description of transition of services.
5. Include a detailed description of what problems might reasonably be expected (practical, structural, software compatibility, operational, etc.) through the design, install and initial operation of these systems and your suggestions as to how you and KCSO should handle these matters.

f. Project Approach

1. Describe your business philosophy and how you plan to approach this ITB.
2. Describe proposed delivery of system & quality controls, including the residence of your technicians who will service this system, once installed.
3. specifically address the following areas:
 - i. Hardware.
 - ii. Software Security.
 - iii. Features.
 - iv. Data Storage Capability.
 - v. Report and Data Compilation Capability.
 - vi. Monitoring and Recording Capability.
 - vii. Service Maintenance Plan.
 - viii. Training.

C. Submission of Bids

All bidders must submit one (1) original and two (2) copies of their bid in a sealed package plainly marked in the lower left-hand corner “**Body Scanner for high security screening Bid.**” Failure to submit a bid in a properly marked package may eliminate the bid from consideration.

The following will apply to all bids received:

1. All bids must be comprehensive and complete for the services requested. Accepted bids 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. Failure to provide detailed responses will result in the bidder being eliminated from award of contract consideration.
2. The 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 invitation. 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. Both must be complied with for the bid to be valid.
4. The individual signing the document for the bidder 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 ITB being eliminated from consideration.
8. Discussions may be conducted with ITB who submit proposals determined to have a reasonable likelihood of being the lowest responsible bidder. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate the bid should be included in your bid.
9. Bidders may be required to make an oral presentation of their bid.
10. The contents of the bid submitted by the successful bidders(s) and this ITB (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications.
11. Kendall County reserves the right to request clarifications or corrections to bids.

The bid must be addressed to:

Body Scanner for High Security Screening
Deputy Commander Gillespie
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560

Bids must be delivered no later than 4:00 P.M. on December 26, 2018 ("Due Date"). Bids received after the Due Date will not be considered.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the bidder(s) agrees to an extension.

D. Opening Bids and Awarding Agreement

Bids will be opened and publicly read on ***December 28, 2018*** at 10:30 A.M in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Bids will be evaluated and an award, if any, will be made in accordance with the ITB section titled "Selection Criteria" below.

The purpose of this ITB is to solicit bids from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

E. Property of the County

The bidder acknowledges that all bid materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the bidder acknowledges that the County's decision is final, binding, and conclusive upon the bidder for all purposes.

F. Errors and Omissions

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 the County. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the County in writing, and the 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.

G. Reserved Rights

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in 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.

**INVITATION TO BID, Body Scanner for High Security Screening Proposal
BID GUIDELINES**

- A. PROJECT SCOPE:** The Kendall County Sheriff’s Office has issued this Invitation to Bid (ITB) for the sole purpose of obtaining bids from qualified individuals or firms to establish a service intensive contract, through competitive bidding, for the procurement of services and/or supplies as set forth herein.

All requests, responses, and inquiries will be conducted by the Sheriff, all subject to final agreement by the Contractor (Bidder/Vendor) and the County.

PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE BODY SCANNER SOLUTION:

1. The subject does not move during the scanning process.
2. Footprint of scanning system must not exceed 34" x 72".
3. The scanning system must be transportable.
4. The scanning system cannot require any anchors for installation.
5. The scanning time for a complete head to toe image of a subject cannot exceed 4 seconds.
6. The final image of the subject cannot reflect any magnification or distortion.
7. The Operator Workstation must be mobile.
8. The Operator Workstation must be able to communicate with the scanning system via wireless point to point.
9. The Operator Monitor must be 27".
10. The scanning system must be able to detect internal and external contraband.

- D. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County reserves the right to adjust this timetable as required during the course of the ITB process.

<u>Event</u>	<u>Date</u>
Bids Due	4:00 P.M. on <i>December 26, 2018</i>
Opening of Bids	10:30 A.M. on <i>December 28, 2018</i>
Begin to Provide Service	TBD

- E. PRICING:** Fees are to be proposed **F.O.B. Destination**. The term *F.O.B. Destination* shall mean:

services delivered to Kendall County sites. No separate charges, except those clearly identified in submitted bid will be allowed. In case of error in extension, the unit price will prevail.

- F. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use sub-contractors disclosed in the bid; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract without consent of the Sheriff.

The terms and conditions of the ITB and resulting contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- G. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its bid, Proposer acknowledges that it has read and understands the insurance requirements for the bid. Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County may rescind its acceptance of the Bidder's bid. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.

- H. RECYCLE POLICY:** Kendall County encourages all vendors to recycle and consider their impact upon the environment.

- I. TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.

- J. SELECTION CRITERIA:** Kendall County intends to award this contract in whole to the lowest responsible Bidder that is in compliance with all specifications, terms and conditions contained herein. The Bidder shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible bidders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements.

Kendall County reserves the right to reject any or all bids and waive any or all irregularities. Kendall County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a bidder at any time and failure

to respond promptly is cause for rejection.

The bidder's failure to meet the mandatory requirements will result in the disqualification of the bidder's bid from further consideration as an unresponsive bid.

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

K. BIDDER COMPETENCY: To allow the County to evaluate the competency and financial responsibility of a bidder, such bidder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of bidder's plant and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the bidder's awarded project.
4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the bidder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the bidder is in compliance with the current Fair Employment Practice requirements of the County.

L. DISQUALIFICATION OF BIDDERS: Any of the following may be considered sufficient for the disqualification of a bidder and the rejection of his/her proposal(s):

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

M. INVESTIGATION OF BIDDERS: The County will make such investigations as are necessary to determine the ability of the bidder to fulfill contractual requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the bidder does not fully demonstrate its ability to carry out the obligations of the contract.

N. COMMENCEMENT OF WORK: The successful bidder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the

bidder's risk.

- O. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS:** The bidder shall notify Kendall County immediately of any change in its status resulting from any of the following:
1. bidder is acquired by another party;
 2. bidder becomes insolvent;
 3. bidder, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
 4. bidder ceases to conduct its operations in normal course of business.

Kendall County shall have the option to terminate its contract with the bidder immediately on written notice based on any such change in status.

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GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO

FINAL CONTRACT DOCUMENTS

- a. 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.
- b. 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 the Kendall County Sheriff, Attention: Deputy Commander Gillespie, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, 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: _____.
- c. Payment: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
- d. Entire Agreement: This Agreement 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.
- e. 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.
- f. 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, Contractor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Contractor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- g. Termination:

In the event that Contractor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Contractor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Contractor for acting or failing to act as in any of the following:

1. The Contractor fails to adequately perform the services set forth of this contract;
2. The Contractor breaches any material clause of the contract;
3. The Contractor fails to complete the work required or to furnish the materials required

- within the time stipulated in the contract;
4. The Contractor provides material that does not meet the specifications of this contract;
 5. The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Contractor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Contractor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

1. Cancel the contract;
 2. Purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses;
 3. Reserve all rights or claims of damage for breach or any covenants of the contract.
- h. 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.
- i. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- j. 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.
- k. Insurance: Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Contractor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-

Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to Kendall County in this Agreement.

- I. Indemnification: Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, the Kendall County Sheriff, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- m. 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 board members, 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.
- n. 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 the Kendall County Sheriff. 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.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- o. 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.

- p. 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 or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- q. Protection of Work and Clean-Up: The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor (and all Subcontractors) until its completion and final acceptance, and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and Subcontractors shall take all risks from floods and casualties,

and shall make no claim for damages for delay from such causes. The Contractor and Subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Contractor and Subcontractors or used under their direction during construction. Contractor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by Kendall County.

- r. Notification of Public & Private Utilities: The Company shall notify J.U.L.I.E. for public utility locations and the Project Manager for Customer's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Contractor or Subcontractors will have to be replaced and/or repaired by the Contractor at Contractor's expense.
- s. 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.
- t. Waiver: County and/or 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.
- u. Waiver of Lien: Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- v. Drug Free Workplace: Contractor and its consultants, employees, Contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- w. MSDS: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
- x. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

- y. Employment of Illinois Workers on Public Works Act: If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

- z. Remedies: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.