

Kendall County Emergency Phone Service and Communications Board

**Kendall County Emergency Phone Service and Communications
Board/Backup Storage**

Kendall County Emergency Phone Service and Communications Board is accepting bids to implement an ExaGrid instance into our pre-existing Veeam environment.

Invitation to Bid (ITB) Number: 20220811

August 11th, 2022

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County Emergency Phone Service and Communications Board (“KenCom”), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

“Bid” means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“Bidder” means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

“Bidding Documents” means this ITB, all Addenda, the project manual and the drawings of the Project, which shall hereinafter be referred to collectively as “Bidding Documents”.

“KenCom” means Kendall County Emergency Phone Service and Communications Board and its elected officials, departments, employees, and agents.

“ITB” means Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

“Project” means the Scope of Work described in the Bidding Documents.

“Project site” means the location where the Project will be performed, which is the following location: 1100 Cornell Lane, Yorkville, Illinois 60560

“Qualified Business” is a responsible business that has the capability in all respects to fully perform the contract requirements and one who has the integrity and reliability to assure good faith performance.

B. SCOPE OF WORK:

KenCom seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

1. KenCom is looking to implement the following solution(s) to increase business continuity and strengthen our backup and security posture.

ExaGrid:

QTY

- DISK CAPACITY RAW 48TB SEC USEABLE 36TB 18TB FULL BACKUP 2
Manufacturer Part #: EX18-SEC
- 3YR 7X24 EX18-SECM&S 2
Manufacturer Part #: EX-18-SEC-3YRMS-P
- 10GB ENET 2PORT RJ45 10GBASET OPTION FOR ALL EXAGRID MODELS 2
Manufacturer Part #: EX-10GBE-RJ45
- 3YR 24X7 SUP 10GBE RJ45 (to include configuration, set-up and installation) 2
Manufacturer Part #: EX-10GBE-RJ453YRMSP

Professional Services:

- Configuration, set-up and installation

KenCom will be responsible for racking the equipment for this project through their contractual relationship with Kendall County IT.

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

C. BASIS OF BIDS:

Bids will be a single contract, stipulated sum.

The specifications described herein are what KenCom determined are necessary to meet the performance requirements of KenCom.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initialed in ink by the party signing the Bid.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
08/22/2022	Questions due to Lynette Bergeron lbergeron@KenCom911.com no later than 12:00 p.m. (CST) August 22nd, 2022
08/23/2022	Questions answered via addendum and posted on KenCom’s website no later than 4:00 p.m. (CST) August 23 rd , 2022
08/25/2022	Sealed Bids due no later than 9:00 a.m. (CST) August 25 th , 2022
08/25/2022	Bid opening conducted at 9:00 a.m. (CST) on August 25 th , 2022 at 1100 Cornell Lane, Lower Level Conference Room, Yorkville, Illinois 60560.

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents can be viewed on KenCom’s website (<https://www.kencom911.com>).

F. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by KenCom prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only Lynette Bergeron, KenCom Director, has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted on KenCom's website <https://www.kencom911.com>.

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by KenCom have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by KenCom shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

G. QUESTIONS

Should a bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to KenCom. All questions should be sent to:

Kendall County Emergency Phone Service and Communications
Attention: Director
lbergeron@KenCom911.com
1100 Cornell Lane
Yorkville, Illinois 60560

Questions must be received by KenCom at the above-referenced email address no later than 12:00 p.m. (CST) on August 22nd, 2022. Questions timely received by KenCom will be answered at the discretion of KenCom. Any answers provided by KenCom will be given by means of an addendum published on the KenCom's vendor registration and sent to all Bidders.

SECTION 2: SUBMITTAL OF BIDS

A. Submittal of Sealed Bid

Bidders are required to submit Bids electronically in .PDF format via email to: lbergeron@KenCom911.com. The subject of a Bidder's email should read "Bid for ExaGrid ITB".

All Bids must be received by the above-referenced email address no later than 9:00 a.m. (CST) on August 25th, 2022 (hereinafter referred to as the "Due Date"). Bids received after the Due Date will not be considered.

B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of KenCom. Such notice must be received by KenCom on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. Opening of Sealed Bids:

The sealed Bids timely received by KenCom shall be opened and publicly read on **August 25th, 2022 at 9 a.m. at 1100 Cornell Lane, Lower Level Conference Room, Yorkville, Illinois 65060**. Each sealed Bid received by KenCom shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate KenCom official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. What Information Must Be Included In The Bids: All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
 - All other requirements included in the Bidding Documents
2. All sealed Bids must be comprehensive and complete for the services required in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to KenCom shall not relieve Bidder of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). KenCom shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation affects the stipulated sum Bid by a Bidder.
4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between KenCom and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
6. All information requested on Bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. KenCom will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.

8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
10. All variations of the stated specifications must be described in detail (free from ambiguity).
11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.
12. The Bidder acknowledges that all materials submitted with the Bid become the property of KenCom and, as such, may be available to the public pursuant to applicable law.
13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to KenCom. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify KenCom in writing, and KenCom 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 and Bidding Documents. 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.

B. Modification or Interpretation of Bidding Documents:

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by KenCom and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify KenCom of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in the Bidding Documents.

C. Award of Bid

It is the intent of KenCom to award the Bid to the lowest responsible Bidder, namely a bidder that is a responsible business that has the capability in all respects to fully perform the contract requirements and one who has the integrity and reliability to assure good faith performance. who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. KenCom reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of KenCom, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the Bidder to selection or to a subsequent contract. This ITB process is for KenCom's benefit only, and it is intended to provide KenCom with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made

solely at KenCom's discretion. By submitting a Bid, Bidder acknowledges KenCom's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submittal of sealed bids, unless, upon KenCom's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

KenCom reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend or otherwise modify the Bidding Documents, without notice. KenCom may seek additional information or clarification from a Bidder at any time and failure to respond promptly may be cause for rejection of the bid.

KenCom 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 included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

D. Execution of Contract:

The accepted Bid shall be contracted by KenCom for the total stipulated sum set forth in the accepted Bid. KenCom will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by KenCom by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Upon the execution of the contract, by both parties, the Bidder shall deliver to KenCom the above described product within one hundred and eighty (180) days from the date the contract is fully signed.

KenCom will remit payment within sixty (60) days from the date the contract is fully signed.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

1. Bidder has read and understands the Bidding Documents;
2. The Bid complies with the Bidding Documents;
3. The Bid is based upon the materials, equipment, and system required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, the Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between KenCom and the successful Bidder:

1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect for the term found in the Scope of Work or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Bidder will provide KenCom the following services:

All items listed in Scope of Work in this ITB.

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").
4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, KenCom agrees to pay Bidder as follows:

KenCom shall not be responsible for any costs in excess of the payment schedule set forth above unless KenCom agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
5. KenCom reserves the right to make changes, in writing, to the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both KenCom and the Bidder. KenCom will not pay for verbal change orders. Bidder must obtain written change orders or, at a minimum, email authorization of additional fixed-price change order work from KenCom *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in the same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000.00 or 30 days (more or less) in completion time, must be preapproved in writing by KenCom. *See* 720 ILCS 5/33E-9.
6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with KenCom. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employee and/or

agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees KenCom is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from KenCom, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officer, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.

7. Bidder shall indemnify, hold harmless and defend with counsel of KenCom's own choosing, KenCom, its past, present and future board members, officials, employees, insurers, and agents (hereinafter collectively referred to as "Releases") 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 Bidder 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 Bidder 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 Bidder in its performance under this Agreement or the contract documents. 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 KenCom. Releasees' participation in its defense shall not remove Bidder'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.
8. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. 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 KenCom at the address set forth herein.
 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. 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.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder 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.
- iv. 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. (Not required if company provides written verification it has no employees).
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, KenCom shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to KenCom. KenCom and its, past, present, and future board members, 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 Bidder 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 Bidder'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, CG 20 38; and CG 20 37 forms if later revisions used).
 - d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releases. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.
 - e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
 - f. Self-insured retentions must be declared to and approved by KenCom, in writing. KenCom may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or KenCom.
 - g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

- h. Bidder shall furnish KenCom 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 KenCom before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. KenCom reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that KenCom is an additional insured on insurance required from subcontractors.
 - j. KenCom reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 9. 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 such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, 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.
- 10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by KenCom, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
- 11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by KenCom upon written notice delivered to Bidder at least thirty (30) days prior to effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
- 12. Bidder agrees to comply with all applicable federal, state or 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, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

13. When applicable, Bidder 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.*
14. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended and all applicable rules and regulations. Also, Bidder and Bidder’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
15. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of KenCom. 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.
16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without prior written consent of the other.
17. Time is of the essence with respect to Bidder’s performance of this contract. Bidder shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by KenCom.
18. Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Bidder shall presume all information received from the KenCom or to which it gains access pursuant to this contract is confidential. Bidder information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.
19. This Agreement shall be construed in accordance with the laws 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.

20. In the event KenCom 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 KenCom's obligations under this Agreement during said fiscal period, KenCom agrees to provide prompt written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

21. 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 KenCom, to the KenCom Representative, Lynette Bergeron, Communications Director, 1100 Cornell Lane, Yorkville, Illinois 60560, fax (630) 882-8532.
And, in the case of the Bidder, to:

22. Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, 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. 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. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agency, or employee of the Bidder's company been so convicted nor made such an admission.

23. Both parties affirm that no KenCom officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any KenCom officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3 and that no KenCom employee, officer, or agent with a real or apparent conflict of interest participated in the selection, award, or administration of this Agreement.

24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If KenCom 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, KenCom is required to use the services of an attorney, then KenCom shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by KenCom pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

25. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, KenCom must collect and electronically publish certain data from all vendors and subcontractors doing business with KenCom. To comply with this statutory obligation, the Bidder agrees to provide KenCom with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
26. Bidder 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.*
 27. KenCom and/or Bidder'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.
 28. It is understood and agreed to by the parties that all contracts entered into by a government body, such as KenCom, are open to public review 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.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
 29. 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.
 30. KenCom and the Bidder each hereby warrant and represent that their respective signatures set forth below have been and are on the date of his Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

SECTION 7: BID FORMS

EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name _____

Bidder Name (printed): _____

Address: _____ City, State, Zip: _____

Bid Clarification Contact Person: _____ Telephone: _____

Email: _____

State of Incorporation: _____ Entity Type: _____

Federal Employer Identification Number (FEIN): _____

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Emergency Telephone Services and Communications Board, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

Authorized Signature

Date

(Printed Name and Title)

Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME: _____

Kendall County Emergency Telephone Services and Communications Board ITB NUMBER: _____

ITB PROJECT NAME: _____

1. COST OF WORK: The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County Emergency Telephone Services and Communications Board, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF _____ Dollars (\$ _____).

[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]

2. COSTS: The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County Emergency Telephone Services and Communications Board, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County Emergency Telephone Services and Communications Board, Illinois with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. BID BOND: All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.

5. COMPLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ (Initials)

B. COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human

Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

_____ (Initials)

- C. CERTIFICATION REGARDING BIDDER ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____ (Initials)

- D. NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

This Bid Form and all attachments are respectfully submitted this _____ day of _____, 2022.

Bidder's Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____ Website: _____

Type of Business Organization: *(Check the box that applies)*

- Sole Proprietor
- Corporation
- LLC
- Partnership
- Limited Partnership
- Other: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Attested by: _____ Title: _____

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Bid Form)

STATE OF _____)
) ss
COUNTY OF _____)

_____, being duly sworn, says that he/she is _____ of _____
(sole owner, member of firm, corporate official) (individual, firm or corporate name)

which has by the enactment of this document affirmed that he/she, in the preparation of the Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

The undersigned Bidder further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: _____

Title: _____

Signature: _____

Subscribed and sworn to me this _____ day of _____, 2022.

Notary Public
(seal)

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #2:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #3:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____
