

**KENDALL COUNTY SHERIFF'S OFFICE (KCSO)**

**REQUEST FOR PROPOSAL**

**UNMANNED AERIAL VEHICLE**

**(UAV)**



## Table of Contents

<b>RFP SECTION</b>	<b>PAGE</b>
1. INTRODUCTION	2
2. INSTRUCTIONS TO PROPOSERS	3
3. SUBMISSION OF PROPOSAL	5
4. SCOPE OF SERVICES / PROPOSAL GUIDELINES	8-16
• UNMANNED AERIAL VEHICLE	8
○ MINIMUM REQUIRED SPECIFICATIONS	9-10
○ PREFERRED SPECIFICATIONS	11-12
5. EVALUATION AND SELECTION PROCESS	13-15
6. GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS	16-21

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## REQUEST FOR PROPOSAL

### Unmanned Aerial Vehicle

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the products and/or 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. **Please take note that this RFP is for an Unmanned Aerial Vehicle. As such, we are seeking for a proposal for an Unmanned Aerial Vehicle System at the same time.**

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

***All questions should be directed to:***

Deputy Commander Langston  
Kendall County Sheriff's Office  
1102 Cornell Lane  
Yorkville, IL 60560  
Jlangston@co.kendall.il.us  
(630) 553-7500 x 1134

*Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the RFP 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.*

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## **INSTRUCTION TO RESPONDERS**

### **A. Pre-bid Facility Tour:**

A pre-bid meeting will be held on February 16<sup>th</sup> at 2:00 p.m. at the Kendall County Sheriff's Office to allow for a tour of the facilities and the observance of the equipment and vehicles to be outfitted with the bid equipment. All potential bidders are encouraged to attend.

### **B. Availability of Documents:**

Interested suppliers should note that, unless otherwise stated in the REQUEST FOR PROPOSAL (RFP) documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. All bidding documentation and addenda issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/> . Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

**C. Proposal Format of Responses:** This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer 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 Responders:** As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
  
2. **Cover Letter:** Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
  - a. A statement that the attached proposal is complete as submitted;
  - b. A statement that all terms and conditions contained in the proposal are valid for at least 90 days from the proposal closing date;
  - c. A statement that the "General terms and conditions vendor must agree to incorporate into final contract documents" will in fact be agreed to and incorporated;
  - d. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.
  
3. **TECHNICAL PROPOSAL REQUIREMENTS:** Your Proposal must include the following:
  - a. **Basic Company Information**
    1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
    2. Contact Person.
    3. Underlying philosophy of your firm in providing the services requested.

4. Firms Financial Ability to Provide Services and Fulfill Project Contract.
  5. Years in Business Providing Similar Services.
  6. Corporate Experience:
    - i. General experience in mobile audio/video systems.
    - ii. Related corporate experience.
    - iii. Management (corporate) support for the project.
- b. Brief Company History**
- c. References.**
1. Limit references to a total of three (3).
  2. Local or Regional agencies that are currently deploying the system and a point of contact for each.
  3. Recent state bid awards.
- 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 systems and any actions brought against you within the last five (5) years directly related to the system.
- 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 RFP.
  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.
    - iii. Features.
    - iv. Data Storage Capability and Needs.
    - v. Report and Data Compilation Capability.
    - vi. Monitoring and Recording Capability.
    - vii. Service Maintenance Plan.
    - viii. Training.

#### **D. Submission of Proposals**

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner “**Unmanned Aerial Vehicle System Proposal.**” Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County and the Kendall County Sheriff for the total of the submitted proposal. Kendall County and the Kendall County Sheriff will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff/Kendall County by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals 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 proposing party 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 proposal to be valid.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All pricing information submitted in the proposal shall be honored until May 31, 2018 at 11:59 p.m.
7. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
8. The failure of a Responder to promptly supply information requested in this RFP or other information subsequently requested may result in the Responder being eliminated from consideration.
9. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.

10. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
11. The contents of the proposal submitted by the successful Vendor(s) and this RFP (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. The "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.
12. Kendall County and/or the Kendall County Sheriff's Office reserve the right to request clarifications or corrections to proposals.

**The proposal must be addressed to:** Kendall County Sheriff's Office  
Attn: Deputy Commander Jason Langston  
1102 Cornell Lane  
Yorkville, IL 60560

***Proposals must be delivered no later than 4:00 P.M. on February 28, 2018 ("Due Date").*** Proposals received after the Due Date will not be considered.

All proposals 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 Responder(s) agrees to an extension. Kendall County is requesting, pricing to be honored until December 31, 2017.

**E. Opening Proposals and Awarding Agreement**

Proposals will be opened and publicly read on March 1, 2018 at 10:30 A.M CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

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

**F. Property of the County**

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

**G. Errors and Omissions**

The Proposer is expected to comply with the true intent of this RFP 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 Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications as Addenda. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

**H. Reserved Rights**

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor defects and technicalities; (6) to award a contract for only the Unmanned Aerial Vehicle; and (7) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF PRODUCTS AND SERVICES.

***The awarded Responder will be an independent contractor. The Vendor is not, and will not be, an employee or agent of Kendall County or the Kendall County Sheriff's Office.***

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**REQUEST FOR PROPOSAL FOR UNMANNED AERIAL VEHICLE SYSTEM  
PROPOSAL GUIDELINES**

- A. PROJECT SCOPE:** The Kendall County Sheriff’s Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide the requested products and services, at competitive rates, with timely delivery of services, and abiding by policies/procedures of government customers of comparable size will be considered for award of contract.

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

**1. UNMANNED AERIAL VEHICLE SYSTEM**

The Responder shall provide KCSO with a proposal for a fully functioning Unmanned Aerial Vehicle system for the Sheriff’s Office, to include all necessary equipment, materials, software, warranty and services.

The Unmanned Aerial Vehicle system will be able to support several gimbals/video recording solutions, up to and including zoom capability and thermal imaging.

The Unmanned Aerial Vehicle system will capture footage of law enforcement activities via an installed camera/s. All recordings will remain the property of KCSO.

***NOTE: KCSO currently has no Unmanned Aerial Vehicle system in place.***

The Responder shall be required to plan, finance and implement all required equipment and software relative to the Unmanned Aerial Vehicle without impacting the daily operation of the existing Information Technology/Network Systems or Sheriff’s Office operations.

The Responder shall describe in detail the approach to the project and why Responder proposes the specific Unmanned Aerial Vehicle solution. The response should address the following areas:

1. Hardware (To Include Dimensions/Technical Specifications/Warranty Information, including extended warranties)
2. Software/Video Management
3. Security Features

4. Data Storage Capability and Options
5. Report and Data Compilation Capability
6. Video Monitoring and Recording Capability
7. Service and Maintenance Plan
8. Onsite installation and training

**PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE UNMANNED AERIAL VEHICLE SYSTEM SOLUTION:**

### **SPECIFICATIONS**

***Summary of product requirements:***

- |  |          |
|--|----------|
| • System must have a remote display touch screen.  | YES / NO |
| • System must have the ability to support simultaneous gimbals/sensors.                          | YES / NO |
| • System must have the ability for the end user to view live stream video from various device(s) | YES / NO |
| • System must have a native internal GPS system and mapping feature.                             | YES / NO |
| • System must have 30x optical zoom and 6x digital zoom sensor.                                  | YES / NO |
| • System must have a thermal imaging sensor.   | YES / NO |

**\*\* FOR EACH BULLET POINT, BIDDER MUST CIRCLE YES OR NO TO INDICATE WHETHER OR NOT PRODUCT OFFERED MEETS THE REQUIREMENT. \*\***

**THIS PAGE MUST BE FILLED OUT AND INCLUDED WITH BID SUBMISSION\***

Preferred specifications are detailed on pages 11-12.

## PREFERRED SPECIFICATIONS:

### 1. Hardware:

#### Aircraft:

- Must have water and wind resistant body
- Must have advanced obstacle sensing ability
- Must have an operating temperature range of -4 degrees to 113 degrees F
- Must have wind resistance up to 32 ft/s
- Must have service ceiling of 1.5 miles Above Sea Level
- Must support downward gimbal mount, upward gimbal mount and dual downward gimbal mounts
- Must have at least 24 minutes of flight time per battery with a full payload
- Must have battery heating system
- Must have enough batteries for continuous flight assuming on scene recharging capability
- Must have retractable landing gear
- Must have intelligent APP controlled flight modes

#### Remote control:

- Must have unobstructed transmitting distance of 4.3 miles
- Must have dual user capability
- Must have device holder for tablet or Smartphone, or CrystalSky monitor
- Must have both USB and HDMI output ports
- Must have built in battery with charger

#### Cameras:

- must include a minimum of three cameras; one front-facing First Person View camera, one gimbal mount zoom camera and one gimbal mounted thermal imaging camera.
  - Front-facing FPV Camera Specifications:
    - Front-facing camera must be capable of real time video
  - Gimbal mounted zoom Camera Specifications:
    - Must be minimum 30x optical zoom and 6x digital zoom
    - Weight should not exceed 556g
    - Must have 2.13M effective pixels
    - Must have tap zoom
    - Gimbal must have a controllable range, **pitch : +40° to -90°, yaw: ±320°**
  - Gimbal mounted thermal imaging Camera Specifications:
    - Must be uncooled VOx Microbolometer
    - Weight should not exceed 270g
    - Must have full frame rates 640x512 : 30 Hz
    - Must be 13mm lens
    - Must have operating temperature range of 14 – 104 degrees F
    - Gimbal must have a controllable range, **tilt : +35° to -90°, yaw: ±320°, roll: ±45°**
    - Must have color and monochrome palettes
    - Must be NTSC/PAL
    - Must have image optimization

- Must have digital detail enhancement

**Software:**

- Must be APP controlled
  - Must have automatic flight logs
  - Must have intelligent flight modes
  - Must have automatic take off and automatic landing
  - Must have a return to home point feature

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**B. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County and/or the Kendall County Sheriff’s Office reserve the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Pre-Bid Facility Tour	02/16/2018 at 2:00p.m.
Proposals Due	02/28/2018 at 4:00 p.m.
Opening of Proposals	03/01/2018 at 10:30 a.m.
Begin to Provide Service	TBD
Completion of Set up and required training.	TBD

**C. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use disclosed sub-contractors; 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, during the contract period without consent of the Sheriff.

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

**D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer 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 and/or the Kendall County Sheriff’s Office may rescind its acceptance of the Proposer’s proposal. The insurance requirements are contained in the “GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS” below.

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

**F. 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 Vendor promptly in the event of a change in its tax-exempt status.

**G. SELECTION CRITERIA:** The Kendall County Sheriff intends to award this contract in whole to the lowest responsive and responsible Responder that is in compliance with all specifications, terms and conditions contained herein. The Responder shall have specific experience

supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible Vendor, 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 Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. 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 Responders 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. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offers.

The Kendall County Sheriff reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County and/or the Kendall County Sheriff's Office retain the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

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

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

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

1. Address and description of Proposer'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 Responders 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 Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practice requirements of the County.

I. **DISQUALIFICATION OF RESPONDERS:** Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):

1. Evidence of collusion among Responders.
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.

J. **INVESTIGATION OF RESPONDERS:** The County will make such investigations as are necessary to determine the ability of the Vendor to fulfill Proposal requirements. The Vendor 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 Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Vendor does not fully demonstrate its ability to carry out the obligations of the contract.

K. **COMMENCEMENT OF WORK:** The successful Responder 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 Responder's risk.

L. **CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS:** The Vendor shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its status resulting from any of the following:

1. vendor is acquired by another party;
2. vendor becomes insolvent;
3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
4. vendor ceases to conduct its operations in normal course of business.

Kendall County and/or the Kendall County Sheriff's Office shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

## GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

- a. Compliance with State and Federal Laws: Vendor 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 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. Equal Opportunity/Non-Discrimination: The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, 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.
- c. 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 Langston, 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 Vendor, to: \_\_\_\_\_.
- d. Payment: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). Kendall County and/or the Kendall County Sheriff's Office reserve the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.
- e. Entire Agreement: This Agreement includes and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Vendor Must Agree to Incorporate into Final Contract Documents" as set forth in the RFP, as well as any and all other conditions, specifications, requirements, and attachments to the subject RFP, all of which are collectively referred to as the "Agreement". This Agreement may not be modified except in writing acknowledged by both parties.
- f. 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.
- g. Non-Appropriation: In the event Kendall County and/or the Kendall County Sheriff's Office 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 Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- h. Termination: Vendor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Vendor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Vendor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Vendor 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 Vendor for acting or failing to act as in any of the following:

1. The Vendor fails to adequately perform the services set forth of this contract;
2. The Vendor breaches any material clause of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The Vendor provides material that does not meet the specifications of this contract and RFP;
5. The Vendor fails to progress in the performance of this contract and/or gives the County reason to believe that the Vendor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Vendor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Vendor 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 Vendor 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.

- i. Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County and/or the Kendall County Sheriff's Office. 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.
- j. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- k. 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.

- I. Insurance: Vendor 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 the Kendall County Sheriff / Kendall County at the address set forth herein. Before starting work hereunder, Vendor 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 and the Kendall County Sheriff’s Office shall be named as 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 and the Kendall County Sheriff’s Office. Kendall County shall also be designated as the certificate holder. The Kendall County Sheriff’s Office’s or Kendall County’s failure to demand such certificate of insurance shall not act as a waiver of Vendor’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 Vendor, nor be deemed as a limitation on Vendor’s liability to Kendall County and/or the Kendall County Sheriff’s Office under this Agreement.
  
- m. Indemnification: Vendor 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 Vendor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the Kendall County Sheriff, 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, must 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 Vendor’s duty to indemnify, defend, and hold Kendall County and the Kendall County Sheriff’s Office harmless, as set forth above.

Kendall County and the Kendall County Sheriff's Office does not waive their 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.

- n. Independent Contractor Relationship: It is understood and agreed that Vendor is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County and/or the Kendall County Sheriff's Office. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County and/or the Kendall County Sheriff's Office are not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby agrees to defend with counsel of Kendall County and/or the Kendall County Sheriff's Office'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 Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- o. Background Checks/Security: Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor 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, Vendor 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. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Vendor 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. Vendor further agrees that it shall notify

correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- p. Certification: Vendor certifies that Vendor, 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). Vendor further certifies by signing the Contract documents that Vendor, 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 Vendor 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. Conflict of Interest: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- r. Waiver: County and/or Vendor'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.
- s. Waiver of Lien: Vendor hereby waives any claim of lien against subject vehicles and premises on behalf of Vendor, 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, Vendor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- t. Drug Free Workplace: Vendor and its consultants, employees, Vendors, 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.*
- u. MSDS: When applicable, Vendor 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.*
- v. Confidentiality: It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County and/or the Kendall County Sheriff's Office, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
- w. OSHA: The Vendor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

- x. Authority to Execute Agreement: The County of Kendall and Vendor 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.
- y. 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.
- 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.
- aa. Prevailing Wage: To the extent that this Agreement may call 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.
- bb. 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.