

# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

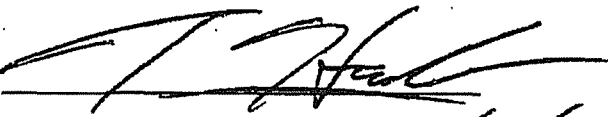
## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Carpet Replacement

Resolution No.: 13-148

Submitted by: Chris Rossman

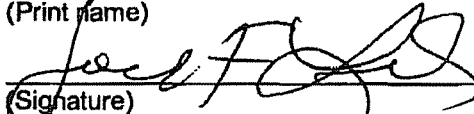
Dept. Head Signature: 

Date Submitted: June 12, 2013

Dept. Head Sign-off Date: 6/26/13

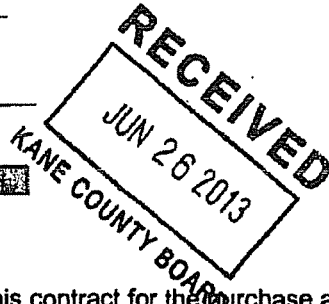
Examined by:

Joseph Lukes  
(Print name)

  
(Signature)

6-27-13  
(Date)

Post on the Web: YES  NO  Atty. Initials: JKS



Comments:

The Facilities, Development and Environment Resources Department requires this contract for the purchase and replacement of carpeting at all County facilities, as needed during the 12-month contract term. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-153.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution ~~13-148~~ 13-153, Purchasing Synopsis and Offer to Contract

Chairman signed: YES  NO  6/27/13  
(Date)

Document returned to: C. Rossman  
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 -148

**AMENDING RESOLUTION 12-153, AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT FOR CARPET REPLACEMENT**

WHEREAS, in 2012 bids were solicited and received for replacement carpeting service for material and installation for all County government facilities; and

WHEREAS, the lowest responsible bidder as per specifications was Family Flooring, 2015 Dean Street, St. Charles, Illinois for a twelve (12) month period, at a rate of \$5.05 per square foot for carpet material, furniture moving, and labor, said Family Flooring bid being 30% lower than the next bid received; and

WHEREAS, Family Flooring has agreed to hold an maintain the 2012 bid price for an additional twelve (12) month period. Building Management and Purchasing are recommending said contract be extended for one (1) year, as allowed under the terms of the contract.

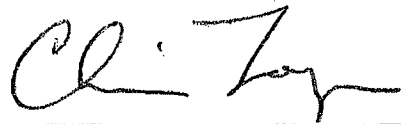
NOW, THEREFORE, BE IT RESOLVED by Kane County Board that the Chairman of the Board is hereby authorized to extend the existing contract with Family Flooring for the purchase of carpeting for a twelve (12) month period at a rate of \$5.05 per square foot.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001-510-781-72000	Contractual	Yes 2013 Budget	Yes	N/A

Passed by the Kane County Board on June 11, 2013.



John A. Cunningham  
Clerk, County Board  
Kane County, Illinois



Christopher J. Lauzen  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes 24  
No 0  
Voice 0  
Abstentions 0

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A.  
Geneva, Illinois 60134

Telephone: (630) 232-5929  
Fax: (630) 208-5107



June 11, 2013

To: Chairman Lauzen

From: Chris Rossman

**CONTRACT SYNOPSIS**

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Procurement Name:	Bid 12-012 Carpet Replacement
Requesting Department:	Facilities, Development and Environmental Resources
Awarded Vendor	Family Flooring

**PURPOSE**

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This is a one year contract extension for the contractor to provide carpeting and installation, at various facilities as needed.

The previous contract was competitively solicited and awarded by the County Board on June 12, 2012, per Resolution 12-153, and expired March 21, 2013.

Family Flooring offered to extend the existing contract without any price increases.

**PREVIOUS PROCUREMENT**

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Kane County received three bids from the following firms:

Vendor	Carpet Sq. Ft.	Installation Sq. Ft.	Removal Sq. Ft.	Vinyl Base Linear Ft.	Total Bid Cost
Family Flooring - St. Charles	\$2.60	\$1.00	\$0.24	\$1.21	\$18,385.00
Integral Flooring - Woodridge	\$2.98	\$.90	\$1.25	\$2.35	\$23,984.00
Vortex Enterprises - Addison	\$2.82	\$0.98	\$1.76	\$1.95	\$25,651.00

County of Kane  
KANE COUNTY GOVERNMENT CENTER



June 11, 2013


**RIDER**

Extension of Contract for Carpeting and Installation

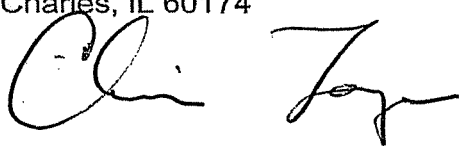
This RIDER made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, is part of and is to be attached to the contract for (Bid 12-012 Carpet Replacement) made on March 21, 2012, by and between County of Kane and Family Flooring. for the provision of professional consultant as a financial advisor to the County.

The County hereby requests and Family Flooring agrees to the extension of contract for an additional one year with no increase in bid prices submitted to the County on March 19, 2012. This contract shall expire on March 20, 2014.

The parties hereto mutually agree that the aforesaid Contract, of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this RIDER specifically provided.

  
\_\_\_\_\_  
Carlos Martinez, Sales  
Family Flooring  
2015 Dean Street  
St. Charles, IL 60174

6-26-13  
Date

  
\_\_\_\_\_  
Christopher J. Lauzen  
Chairman, Kane County Board  
Kane County  
719 S. Batavia Ave  
Geneva, IL 60134

6-27-13  
Date



ORIGINAL

**KANE COUNTY  
REPLACEMENT OFFER TO CONTRACT FORM  
For  
12-012 Carpet Replacement**

**Bid Due Time & Date: 2 p.m. Monday, March 19, 2012**

To: County of Kane (Purchasing Department)  
Kane County Government Center, Bldg. A  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.  
Submitted By: GT Flooring Inc DBA Family Flooring America

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
    1. The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:  
No. X, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here).
  - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Vendor deems necessary.
  - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
  - D. Work will be accomplished in accordance with the Contract Document.

**III. BASE BID: (Pricing shall be by the square foot)**

Item Description	Quantity Square Foot	Unit Cost	Extended Cost
Shaw Carpet – Peto II 26 24" x 24" Carpet Tiles	4800	2.40	12,480.00
Carpet Installation	4800	1.00	4,800.00
Removal and disposal of existing carpeting, cushion and glue	4100	.24	984.00
Vinyl base trim per linear foot including installation (4" x 1/8")	100	1.21	121.00
<b>Total Bid</b>			<b>18,385.00</b>

**IV. OPTIONAL INTERGOVERNMENTAL PRICING:**

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their location.

**Will you offer the same pricing to other Kane County taxing bodies?**

Participation:      **YES**                      NO                      (Circle One)

ADDITIONAL COMMENTS:

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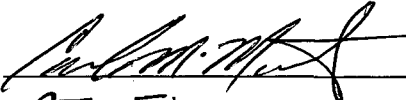


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By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature  Typed Signature CARLOS M. MARTINEZ  
Company GT FLOORING INC. DBA FAMILY FLOORING AMERICA  
Address 2015 DEAN ST.  
City/State/Zip ST. CHARLES, FL. 60174  
Phone # 630-701-1500 Fax # 630-897-1190  
Federal I.D./Social Security # 27-2076192 Date MARCH 16, 2012

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### ACCEPTANCE

The Offer is hereby accepted for: **Carpet purchase and installation for the Kane County Courthouse.**

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 12-012. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

\_\_\_\_\_  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

\_\_\_\_\_  
Date



STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 153

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT FOR  
CARPET REPLACEMENT**

WHEREAS, bids have been solicited and received for Replacement Carpeting Services for material and installation for all government facilities; and

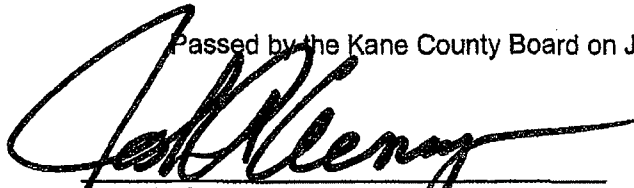
WHEREAS, the lowest responsible bidder as per specifications was Family Flooring, 2015 Dean Street, St Charles IL. for a twelve month period, at a rate of \$5.05 per square foot for carpet material, furniture moving, and labor; and

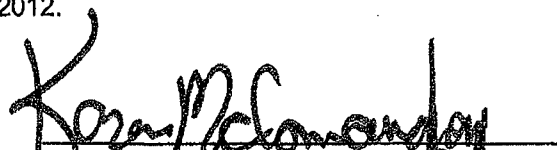
WHEREAS, adequate funds have been budgeted and are available in the Two Year Capital Fund for carpet replacement.

NOW, THEREFORE, IT BE RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract with Family Flooring of St. Charles, IL. at a rate of Five Dollars and Five Cents per square foot which includes material, installation, furniture moving, and labor. Funds to be paid from the Capital Improvement Bond Construction (510.800.781).

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
001-510-781-72000	Contractual	Yes 2012 Budget	Yes	n/a

Passed by the Kane County Board on June 12, 2012.

  
\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
\_\_\_\_\_  
Karen McConaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes            24  
No                   
Voice               
Abstentions     

6Carpet

**INSTRUCTIONS TO BIDDERS  
COUNTY OF KANE  
COMPETITIVE SELECTION PROCEDURE - BID  
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and/or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices ct, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, ASec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status.

We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less that the general prevailing hurly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contact within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a Joint Apprenticeship Training Program which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).
27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**  
Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:
- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
  - b) Commercial General Liability insurance including Products/Completed operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000
  - i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:  
Aggregate Limits \$2,000,000

***Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.***

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment,<sup>9</sup> County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.



**STATEMENT OF WORK**  
**For**  
**Sealed Bid 12-012 Carpet Replacement**

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**OVERVIEW:**

The County of Kane is seeking an experienced and licensed Contractor to provide the carpet and installation. This particular project contains 12 different rooms, all located at the Kane County Courthouse in Geneva, IL.

**INTENT OF SPECIFICATIONS:**

It is the intent and purpose of these specifications that all labor, transportation, equipment and materials necessary, be provided for completion of all work by the Contractor. The delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of the project.

**I. SPECIFICATIONS**

- A. Shaw Carpet, Peto II, 24" x 24" Carpet Tiles (NO Substitutions)
1. Face Weight – 26 oz.
  2. Fiber – Eco Solution Q Premium Branded
  3. Fiber Content - Nylon
  4. Backing – Ecoworx Tile
  5. Dye Method – 100% Solution Dyed
  6. Warranty – Lifetime Commercial Limited Warranty
  7. Color – Colors may vary, main color will be Gecko

**II. CONTRACTOR REQUIREMENTS**

A. Contractor is required to protect all existing and newly installed work, materials, equipment, utilities, and structures at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the County by the Contractor.

B. Contractor shall be required to remove all debris from the site and clean effected work areas at the end of each workday. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work. All debris disposal shall meet all local and state regulations.

C. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted upon award.

D. Contractor shall be responsible for all job measurements, and shall be responsible for obtaining necessary information to determine the need to extend carpet under fixtures, and closets, etc.

E. Contractor shall replace all base board trim and rope nosing as needed during the carpet tile installation. The trim shall match the existing color, size, and style. The trim cost shall be considered in the carpet pricing on the Offer to Contract Form.

F. Removal of existing carpeting and adhesive shall be the responsibility of the Contractor, unless specified in these specifications.

H. To insure proper installation, warranty, and certification of manufacturer, proper adhesive must be used as recommended by the manufacturer.

I. Ensure the flooring is prepared for proper installation of new material and is in accordance with manufacturer's installation guidelines.

J. All furniture moving shall be the responsibility of the Contractor. The Contractor must provide adequate manpower to facilitate the moving of furniture.

K. Contractor shall be responsible for completely supervising and directing the work under contract and all subcontractors that may be utilized. Subcontractors who perform work under this contract shall be responsible to the awarded Contractor. The awarded Contractor shall be fully responsible for any acts and omissions of subcontractors and of persons employed by subcontractors as well as for the acts and omissions of the awarded Contractor's own employees.

L. Installed carpet shall be free of spots, dirt or soil, tears and frayed or pulled tufts. The Contractor is responsible for thoroughly vacuuming the carpet immediately after installation.

### **III. WORK SCHEDULE**

Most carpet installations will be completed during the County's normal work hours of 6 a.m. to 4:30 p.m., Monday through Friday. However, some projects may require after normal work hours or weekend scheduling to accommodate higher public traffic buildings.

### **IV. CURRENT SERVICE LOCATION**

Kane County Third Street Courthouse  
100 S. Third St.  
Geneva, IL 60134

### **V. ASBESTOS**

Some areas of the Kane County Courthouse contain asbestos, the abatement for these areas will be managed on a room by room basis. If the room in which the carpet is scheduled for replacement contains asbestos, the carpet, cushion, tile and adhesive will be removed by a licensed contractor prior to the new carpet installation. Room 210 (approx. 700 square feet) will be remediated before any carpet is installed.

## **VI. OFFER TO CONTRACT FORM**

### **A. Main Bid Pricing**

1. Quantities: The quantities are provided in square feet and are based upon the best available information. Each Contractor is responsible for their own measurements. The County will not guarantee any quantities.

2. Pricing:

a. The quoted price shall be calculated and listed by the square foot.

b. Bid pricing shall include complete installation, equipment, labor and materials per specified items. No additional cost will be paid by the County, which includes but is not limited to administrative charges, fuel charges, freight or handling charges and any other costs associated with providing the product and installation.

c. All shipping charges shall be F. O. B. Destination.

### **B. Optional Intergovernmental Pricing**

This **OPTIONAL PARTICIPATION PROGRAM** would be for the use of **ANY GOVERNMENTAL BODY** (taxing body) in Kane County who should chose to be a part of this program wherever their location.

**NOTE:** The County of Kane will not be involved in purchasing by any other intergovernmental units (taxing bodies). The invoicing and payments would be entirely between the other intergovernmental units and the contracted Vendor(s). If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Contractor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

## **VII. CONTRACT**

This contract shall be for one (1) year from the approval date with a possible mutually agreed upon one (1) year extension. The pricing (unit cost) shall remain firm for the term of the contract.

### **Illinois Non-Appropriation Clause:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

### **Termination for Clause:**

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to set off for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

## **VII. SPECIAL CONDITIONS**

### **Response Instructions:**

An original bid response, marked as "original", one (1) paper copy and one (1) copy on a CD shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "12-012 Carpet Replacement". Your Bid may be mailed or hand delivered to the following address:

County of Kane  
Purchasing Department, Building A  
719 South Batavia Avenue.  
Geneva, IL 60134