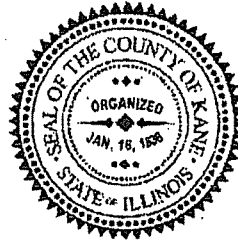


COUNTY OF KANE

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
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Audio/Visual Engineering (AVI Systems) Resolution No.: 13-150

Submitted by: Chris Rossman

Dept. Head Signature: [Signature]

Date Submitted: June 12, 2013

Dept. Head Sign-off Date: 6/26/2013

Examined by: JOSEPH LYLOS

(Print name)

(Signature) [Signature]

(Date) 6-27-13



Comments:

The Information Technologies Department requires this contract for the services of qualified engineer for the performing audio/visual, acoustical design, engineering, services at various County facilities. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-150.

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

Attachments: Resolution 13-150, Purchasing Synopsis and Offer to Contract

Chairman signed: YES NO

(Date) 6/27/13

Document returned to: C. Rossman

(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 150

**AUTHORIZING APPROVAL OF A CONTRACT FOR AUDIO/VISUAL and
LOW-VOLTAGE DATA CABLING**

WHEREAS, the Information Technologies Department requires third party audio/visual and low-voltage data cabling and structured network cable engineering service work to be completed at all County facilities; and

WHEREAS, bids have been solicited and received to complete the required third party audio/visual and low-voltage data cabling and structured network cable engineering service work; and

WHEREAS, the lowest responsive bidder per the bid specifications for the audio/visual specifications was AVI Systems, Inc., Arlington Heights, IL at an hourly rate of \$150.00 per hour; and the lowest responsive bidder per the bid specifications for the low-voltage data cabling was TelePlus, Inc., Addison, IL at an hourly rate of \$85.00 per hour.

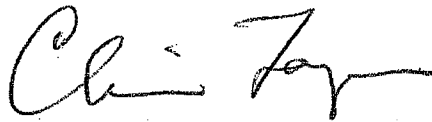
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract with AVI Solutions, Inc. to provide third party professional audio/visual service work at an hourly rate of \$150.00 per hour, as well as enter into a contract with Teleplus, Inc. to provide third party professional low-voltage data cabling service work at an hourly rate of \$85.00 per hour.

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?
Varies	Contractual	Yes	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

6Audio-Visual

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



May 10, 2013

PROCUREMENT SYNOPSIS

Requesting Department: Kane County IT Department
Procurement Name: 19-013 Audio/Visual/Low-Voltage Cabling Bid
Recommended Vendor: Multiple

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Chronicle

Advertising Date:	April 11, 2013	Notices sent/Plan Holders: 31/17
Bid Due Date:	May 2, 2013	Bids Received: 3

PURPOSE

The County of Kane is seeking to retain the services of certified and qualified engineer(s) for the purpose of performing audio/visual, acoustical design and low-voltage cabling, engineering, build, services, installation, trouble-shooting, and repair at various County facilities. This will be a two year contract and cover any future projects.

BID TABULATION

Vendor Location	Sound and Acoustics Engineer	Audio – Visual Engineer	Low-Voltage Network Cable Contractor
AVI Systems Arlington Heights	No Bid	\$150.00 Per Hour	No Bid
RMR Electric Elgin	No Bid	No Bid	\$87.00 Per Hour
TelePlus, Inc. Addison	No Bid	No Bid	\$85.00 Per Hour

This solicitation contained very high standards (certifications) that the contractors had to meet, which created a very low response from the plan holders.

Staff recommends awarding the Audio/Visual Engineering services to AVI Systems of Arlington Heights, IL and the Low-Voltage Cabling services to TelePlus, Inc. of Addison, IL pending IT's approval. The Sound and Acoustics Engineering services will not be awarded at this time.

Submitted By:
Jim Hansen
Assistant Purchasing Director

**KANE COUNTY
OFFER TO CONTRACT FORM
For
19-013 Audio/Visual/Low-Voltage Data Cabling**

Bid Due Time & Date: 2 p.m., Thursday, May 2, 2013

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: AVI SYSTEMS INCORPORATED

- I. The undersigned Contractor 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 Contractor 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 Contractor 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 countywide 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 Contractor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work (pages 1-7) including the following addenda:
No. 1, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. To be prepared to execute a contract with the County within ten (10) calendar days after acceptance of the bid by the County.

III. BASE BID

Description	Hour/Pay Type	Estimated Hours x	Hourly Rate Unit Cost =	Extended Cost
Sound and Acoustics Engineer				
	M-F	60		
	M-F>8	40		
	OSA	20		
	OSH	10		
			Sub - Total	
Audio - Visual Engineer				
	M-F	50	150	7,500 ⁰⁰
	M-F>8	40	175	7,000 ⁰⁰
	OSA	40	175	7,000 ⁰⁰
	OSH	10	175	1,750 ⁰⁰
			Sub - Total	23,250 ⁰⁰
Low-Voltage Network Cable Contractor				
	M-F	80		
	M-F>8	60		
	OSA	40		
	OSH	10		
			Sub - Total	

Definitions:

M-F - Regular 40 Hour Work Week	M-F>8 - Overtime Rate for Normal Work Week
OSA - Overtime Rate for Saturday Work	OSH - Overtime Rate for Sunday and Holiday Work

IV. MATERIAL MARK-UP FROM CONTRACTORS COST

Estimated New Material Cost		New Material & Equipment Mark-Up Percentage			New Material plus Mark-Up Total Cost
\$10,000.00	x	17	%	=	\$ 11,700 ⁰⁰

V. OPTIONAL INTERGOVERNMENTAL PRICING:

This OPTIONAL PARTICIPATION PROGRAM would be for used by ANY GOVERNMENTAL AGENCY within Kane County who should chose to be a part of this program wherever their location.

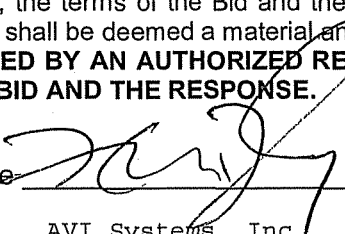
Will you offer the same pricing to other Kane County municipalities?

YES

NO

(Circle One)

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.**

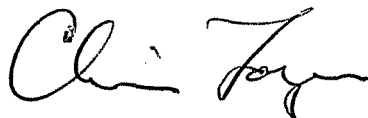
Signature  Typed Signature Hugh Daly
Company AVI Systems, Inc.
Address 717 W. Algonquin Road
City/State/Zip Arlington Heights, IL 60005
Phone # 630-477-2300 Fax # 630-477-2301
Federal I.D./Social Security # 45-0321251 Date 5/2/13

ACCEPTANCE

The Offer is hereby accepted for the Audio/~~Low-Voltage Data Cabling~~ services.

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

This contract shall henceforth be referred to as Contract Number 19-013. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.



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

6-27-13

Date



AVI Systems' Scope of Work includes:

- Provide fully functional Video system as specified by the consultant Lipp AV
- Engineering, CAD Documentation, installation, testing and training of staff on the use of the Video system
- Provide, pull and terminate all AV cabling
- Provide product documentation & manuals
- One-year onsite warranty of installed system

Not in AV Scope:

- Power and conduit run required for AV system needs
- Floor Penetration required for AV system needs
- Network drops/connections for AV system needs
-

I speak for every one of the proud employees of AVI Systems when I sincerely thank you for the opportunity to be considered for this proposal.

Please do not hesitate to call me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hugh Daly', is written over the typed name and title. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Hugh Daly
Systems Sales Specialist
(630)477-2348



116194

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines Wells Fargo Insurance Services USA, Inc. 400 E Broadway Bismarck, ND 58501-4038	CONTACT NAME: PHONE (A/C, No, Ext): (701) 222-5117	FAX (A/C, No): (877) 411-5097
	E-MAIL ADDRESS:	
INSURED AVI Systems, Inc. 8052 Flint Street Lenexa, KS 66214	INSURER(S) AFFORDING COVERAGE	
	INSURER A: OneBeacon America Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 20621

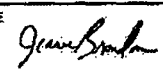
COVERAGES **CERTIFICATE NUMBER: 6006812** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC	X	711008191	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	711008191	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		711008191	04/01/13	04/01/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	406016915	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology Errors & Omissions		711008191	04/01/13	04/01/14	\$2,000,000 Occurrence \$2,000,000 Aggregate \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured re General Liability and Auto Liability. Umbrella coverage is following form.

CERTIFICATE HOLDER Kane County 719 S Batavia Avenue Building A Geneva, IL 60134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Policy # 711008191

May 2, 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation to Third Parties

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the schedule below. In no event does the notice to the third party exceed the notice to the first named insured.

B. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>NAME</u>	<u>Address</u>	<u>Number Days Notice</u>
Kane County	719 S Batavia Ave Bldg A Geneva, IL 60134	30

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.** The equal employment opportunity clause required by the Illinois Human Rights Act 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 Vendors, 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—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

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 than the general prevailing hourly 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 ranges 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

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
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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.

STATEMENT OF WORK

For

Audio/Visual/Low-Voltage Data Cabling

I. OVERVIEW

The County of Kane is seeking to retain the services of certified and qualified engineer(s) for the purpose of performing audio/visual and acoustical design, engineering, build, services, installation, trouble-shooting, and repair at various facilities.

The County of Kane is also seeking to retain the services of a qualified Contractor for the purpose of performing low-voltage data cabling and structured network cable engineering, services, installation, trouble-shooting, and repair at various facilities.

II. INTENT OF SPECIFICATIONS

The contracts desired by Kane County are for a full service audio/visual services provider and a low-voltage/data cabling contractor as covered by these specifications. The bid will establish hourly rates, and new material mark-up percentages.

In order to ensure audio and visual consistency throughout County Offices and Departments, both project upgrades and new projects, of any size will be coordinated and approved through the Kane County Information Technologies Department. Said coordination shall also include all necessary low-voltage and data cabling network infrastructure improvements.

In order to ensure that this infrastructure (both inside a building and between buildings) is built properly, all network infrastructure projects of any size involving building wiring closets (or locations where multi-user wiring and equipment reside) will be coordinated and approved through the Kane County Information Technologies Department.

III. SCOPE OF WORK

A. Audio and Visual Services:

1. Perform various audio, visual, acoustical design, engineering, and build services.
2. Installation.
3. Trouble-shoot, then repair as needed.

B. Low-Voltage Data Cabling Services:

1. Infrastructure design, engineering, and build services.
2. Installation (low-voltage wiring and data cabling).
3. Trouble-shoot, then repair as needed.

IV. CONTRACTOR QUALIFICATIONS

A. Sound and Acoustics Engineer:

Engineer shall be fully certified and licensed Crestron Engineer, Audia/Biamp Certification, Certified Technology Specialist (CTS), and a Board Certified Member of the Institute of the Noise Control Engineering.

B. Audio and Visual Engineer:

Engineer shall be fully certified and licensed Crestron Engineer, Certified Technology Specialist (CTS), and have strong prior background with DSP platforms such as Biamp/Audia, Clear-One, Tandberg, and Polycorn.

C. Low-Voltage Cabling Contractor:

Staff shall either be Certified Cable Installers or Registered Communications Distribution Designers from BICSI or a Certified Business Partner in the Systemax First Program.

V. CONTRACTOR REQUIREMENTS

Both Audio/Visual Services Engineer(s) and Low-Voltage Data Cabling Contractor(s) shall minimally meet or exceed the following requirements:

- A. Ability to comprehend technical instructions, understand basic typical network infrastructure improvements and design, both troubleshoot and repair.
- B. Ability to comprehend technical instructions, understand basic typical network infrastructure improvements and low voltage cabling, provide technical knowledge, and problem solving.
- C. Ability to perform required services with minimum supervision.
- D. Understand safety guidelines, policies, recognized safety hazards and take precautionary actions to ensure the safety of the public, building occupants, and co-workers.
- E. No sub-contractors shall be utilized without prior consent of the County's Information Technologies Department.
- F. Ability to read blueprints, diagrams, schematics, building plans, charts, and instruction materials.
- G. Have proper tools and equipment for any required services.
- H. Able to respond to emergency service requests within one (1) hour and be available 24 hours a day, seven (7) days a week for emergency services.
- I. Non-emergency calls shall be responded to within one (1) working day.
- J. The Contractor shall understand and conform to all local, county, and state building, electrical, and, plumbing codes.
- K. Able to work from ladders, scaffolds, tunnels, as job requires.
- L. Able to communicate with the County's Information Technologies Department staff and public as required.
- M. Provide and perform installation and repairs in a safe manner.
- N. The Contractor shall be responsible for providing the proper number of certified or licensed contractors (Audio-Visual or Network Infrastructure) to complete any and all projects in a timely manner.

- O. Contractor will be responsible for field verification and documentation of actual conditions.
- P. The successful Contractor shall submit a written quotation with a "Not to Exceed" price for all projects as each project arises. The quotation will be based on the proposal prices submitted in the Offer of Contract Form. The County reserves the right to bid individual projects as it may deem in its best interest.
- Q. The Contractor will be required, when making routine and call out service visits, to have staff check in upon arrival with the appropriate Kane County Information Technologies Department staff designee before proceeding with work. Upon completion of work, the service visit ticket must be presented and signed by the appropriate Kane County Information Technologies Department staff designee.
- R. The Contractor will assign to this Contract, a Lead Engineer, and a Field Engineer together with their office, cellular and pager, and after-hours (home) telephone numbers.
- S. All work scheduling will be handled by the Information Technologies Department designee so as to minimize conflict with scheduled court calls, meetings, the schedules of Elected Officials, and Departments Heads.
- T. All work areas will be kept in an orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away daily by the Contractor.
- U. If requested by the County, the Contractor will provide Material Waivers for each project.
- V. Kane County reserves the right to provide materials that best serve the County.
- W. The Contractor or their agent shall obtain any and all permits and fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.
- X. All installation or test equipment shall be owned, operated, maintained, and certification kept current and documented by the Contractor.
- Y. The Contractor shall be responsible for coordinating with the Information Technologies Department designee for obtaining access to all job sites, people, materials, equipment, etc.
- Z. Proper tools will be utilized and up-to-date termination and installation methods shall be followed for video cabling in accordance to BICSI Industry Standards or Systimax First Program Standards for data, as well as the Society of American National Standards Institute and the Cable Telecommunication Engineers (ANSI/SCTE).
- AA. Any outside support and services must be obtained for and paid by the Contractor.

VI. SECURITY

A portion of the work will be performed within secured areas.

- A. The Contractor, if requested shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified secure buildings. Only those persons will be allowed to work within secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
- C. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

VII. POSSIBLE SERVICE LOCATIONS

This list is not intended to be all-inclusive, other County locations may require service.

<u>Location - 1</u>	KANE COUNTY JUDICIAL CENTER 37W777 Route 38, St. Charles, IL 60175
<u>Location - 2</u>	KANE COUNTY GOVERNMENT CENTER 719 Batavia Ave., Geneva, IL 60134
<u>Location - 3</u>	KANE COUNTY SHERIFF'S FLEET MAINTENACE FACILITY 777 Fabyan Pkwy, Geneva, IL 60134
<u>Location - 4</u>	KANE COUNTY SHERIFF'S OFFICE & JAIL 37W755 IL Rt. 38, St. Charles, IL 60175
<u>Location - 5</u>	KANE COUNTY THIRD STREET COURTHOUSE COMPLEX 100 S. 3rd, Geneva, IL 60134
<u>Location - 6</u>	KANE COUNTY JUVENILE JUSTICE CENTER 37W655 Rt. 38, St. Charles, IL 60175
<u>Location - 7</u>	KANE COUNTY HEALTH DEPARTMENT 1240 N. Highland Ave., Aurora, IL 60506

<u>Location – 8</u>	KANE COUNTY CHILD ADVOCACY CENTER 427 West Campbell St., Geneva, IL 60134
<u>Location – 9</u>	KANE COUNTY REGIONAL SCHOOL OFFICE 210 S. Sixth St., Geneva, IL 60134
<u>Location – 10</u>	KANE COUNTY ANIMAL CONTROL FACILITY 4060 Keslinger Rd., Geneva, IL 60134
<u>Location – 11</u>	KANE COUNTY COURT SERVICES 1330 N. Highland Ave., Aurora, IL 60506
<u>Location – 12</u>	KANE COUNTY HEALTH DEPARTMENT 1750 Grandstand Pl., Elgin, IL 60123
<u>Location – 13</u>	KANE COUNTY NORTH CAMPUS 540 S. Randall Rd., St. Charles, IL 60174
<u>Location – 14</u>	KANE COUNTY DIVISION OF TRANSPORTATION COMPLEX 41W011 Burlington Rd., St. Charles, IL 60175
<u>Location – 15</u>	KANE COUNTY DIAGNOSTIC CENTER 757 E. Fabyan Pkwy., Geneva, IL 60134
<u>Location – 16</u>	KANE COUNTY FOREST PRESERVE LOCATIONS

VIII. WARRANTY AND GUARANTEE

The Contractor shall guarantee the parts furnished during this Contract are of new manufactured or remanufactured in allowed categories and are free from defects in material and workmanship. Any item found deficient or imperfect will be replaced by the Contractor without charge to the County or at the County's option the Contractor shall refund monies paid for the returned part or relinquish the right to receive any monies payable to them. The Contractor shall warrant parts for a minimum of one year from the actual date of installation. Should the manufacturer's warranty period exceed the County's required warranty, the manufacturer's warranty shall prevail.

The Contractor shall provide a one year warranty for all workmanship. This warranty applies to the labor component only and includes welding and the application of materials utilized in making repairs.

IX. BID RESPONSE

Hourly Rates entered on the Offer to Contract Form must include all overhead and profit. Additional charges for basic tools, equipment, shop supplies and trip charges or vehicle charges will not be allowed.

The quantities listed on the Offer to Contract Form are for informational and bidding purposes only; the County does not and will not guarantee repair quantities.

The Holidays referenced on the Offer to Contract Form recognized by the County for this contract are: New Years Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.

X. QUANTITIES

The estimated hours may be greater or less than the "Estimated Hours" and the estimated new material cost may be greater or less than the "Estimated New Material Cost" requested in the base bid. Kane County does not guarantee a minimum number of hours or minimum amount of new material, and Kane County may exceed the hours estimated and the new material estimated at the rates and discounts proposed.

XI. AWARD

It is the intention of Kane County to make a single awards to the most responsive and responsible bidder providing the lowest pricing. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so.

XII. CONTRACT

The work performed under this contract will be on an as-needed basis. Successful contractor(s) will enter into a two (2) year service contract providing general audio, visual services and low-voltage cabling services for various Kane County Government locations. Total hours and schedules of work shall be determined by the County.

XIII. INVOICES

Invoices are to list contract number, labor in hours, manufacturer's list price and discounted price on all repair materials. Invoices that do not include this information may be returned. All invoices are to be submitted via postal mail to the Kane County Information Technologies Department at 719 South Batavia Avenue, Building B, Geneva, IL 60134.

XIV. FORCE MAJEURE

Neither the Contractor nor the County shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties own employees, walkouts by the parties own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

XV. SPECIAL CONDITIONS

A. 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.

B. 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 setoff 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.

XVI. OPTIONAL INTERGOVERNMENTAL PRICING

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY 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 audio/visual services by any other intergovernmental unit (taxing body). The invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. 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 Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

XVII. SPECIAL CONDITIONS

Response Instructions

An original bid response, marked as "original", one paper copy and one CD copy shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**Sealed Bid 19-013 Audio/Visual/Low-Voltage Data Cabling Services.**" Your bid may be mailed or hand delivered as follows:

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