County of Kane Office of County Board Kane County Government Center

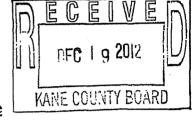
Christopher J. Lauzen Chairman 630-232-5930



719 Batavia Avenue Geneva, Illinois 60134 Fax 630-232-9188

DOCUMENT VET SHEET For Christopher J. Lauzen

Christopher J. Lauzen Chairman, Kane County Board



Name of Document: Offer to Contract - JJC Security System Maintenance

BID 35-012 JJC Security System Maintenance

| Subn | nitted | by: |
|------|--------|--------|
| Date | Subm | itted: |

Examined by:

| <u>Tim Keovongsak / Purchasing Dept.</u> December 19, 2012 | Chris 1 | 1-14-13 |
|---|----------|---------|
| Joseph I- Lylves | | _ |
| (Print name) | | |
| to the K.S | | |
| (Signature) | | |
| V12-3-12 | | |
| (Date) | <u>~</u> | |
| Yes No Atty. Initials | (TRI) | |

Comments:

Post on Web:

Offer to Contract for Kane County Juvenile Justice Center's security systems maintenance as awarded to EO Integrated Systems, Inc., Res#12-397 to vet and require Chairman's signature of approval to proceed with contract execution.

Please notify Purchasing when Offer to Contract is ready for pick up or require additional information.

Attachment: Offer to Contract, Res #12-397.

Yes No <u>1-14-13</u> (Date) Chris Rossman - Rurchasing Chairman signed: **Document returned to:** Rev. 3/11

Sealed Bid 35-012 JJC Security System Maintenance Offer to Contract Form Page 1 of 3

KANE COUNTY OFFER TO CONTRACT FORM For

BID 35-012 JJC Security System Maintenance

Bid Due Date & Time: <u>TUESDAY, SEPTEMBER 18, 2012, 4 P.M.</u>

To: County of Kane Purchasing Department, Bldg. A., Room 210 719 S. Batavia Ave. Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Security Design, Inc. dba EO Integrated Systems, Inc.

- 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 certified 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, Scope of Work, including the Specifications and the following addenda:

No.___, No._2, No._3, (Contractor to acknowledge addenda here.) Dated: 9/4/12 9/14/12 9/17/12

Sealed Bid 35-012 JJC Security System Maintenance Offer to Contract Form Page 3 of 3

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 not withstanding 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 is a two (2) years contract with an additional one (1) year renewal periods, provided that such renewals are mutually agreed to by both parties. THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.

Signature USAN JOW Typed Signature Donald M. Rochon, President

Company Security Design, Inc. dba EO Integrated System, Inc.

| Address | 12700 - 31 Mile Road, Washington, MI 48095 | ·· · · |
|---------|--|------------------|
| | 586-752-3200 | 586-752-5270 |

Federal I.D./Social Security #

Date

ACCEPTANCE

The Offer is hereby accepted for the following services:

JJC Security System Maintenance Service

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

This contract shall henceforth be referred to as Contract Number **35-012**. The Vendor has been cautioned not to commence any billable work or to provide any materials or services until this Vendor receives a purchase order and or notice to proceed.

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

1-14-13

12-17-12

Date

- B. The site and locality has been examined where the Work 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 Contractor 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.

BASE BID:

For the complete monthly preventive maintenance and repair service of an existing security system at Kane County Juvenile Justice Center per specification. Total cost is inclusive of parts and materials, labor, travel time, and billed on a quarterly basis.

Video Surveillance Systems and all equipment listed in the specifications:

\$<u>1,400.00</u> per quarter

PART ALLOWANCE

Parts and material markup of supplier invoice costs:

<u>18 % X \$7,500 = \$ 8,850.00</u> annually

(Cost for new parts and materials necessary for the preventive maintenance service must be authorized and approved by the facility or County staff)

Hourly Cost Schedules:

(This is an all-inclusive cost)

| Normal working hours: Monday – Friday 8:00 a.m. to 5:00 p.m. | \$ <u>95.00</u> per hour |
|--|---------------------------|
| After hours: Monday – Friday 6:00 p.m. to 8:00 a.m. | \$ <u>142.50</u> per hour |
| Weekend and Holiday | \$ 190.00 per hour |

Vendor shall provide service response time, after initial contact for maintenance or service repair:

| A. | Service | repair | non-critical | : within | 24 | hours. |
|----|---------|--------|--------------|----------|----|--------|
| | | | | | | |

B. Critical service repair: within <u>4</u> hours.

Contract Term: Two-year terms with one option year. Maximum cost increase on Option Year: <u>3</u>%

*Product Qualification, Certification and Authorized Dealer Letters attached.

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 or 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 one hundred twenty (120) days to accept as stated on page 14 under Bid Acceptance Period. 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. **PRICING**. 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. **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.
- 11. **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.
- 12. **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 and performance indicated by the brand name and number referenced.
- 13. **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.
- 14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**. Bidders shall promptly notify the County of any ambiguity, inconsistency of 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.
- 15. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
- 16. **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 Seller's performance thereunder.

Sealed Bid 35-012 JJC Security System Maintenance Terms & Conditions

- 17. **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.
- 18. **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.
- 19. 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.

- 20. **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.
- 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 Act, III. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, III. Rev. Stat. Ch. 48, Sec. 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:

Sealed Bid 35-012 JJC Security System Maintenance Terms & Conditions

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.

- 22. **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.
- 23. **LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.
- 24. **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).

25. 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 <u>and</u> 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.

26. **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, 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.

Sealed Bid 35-012 JJC Security System Maintenance Contact Information

REQUIRED CONTACT INFORMATION

Vendor shall provide following contacts information solely for Kane County account. Security Design, Inc. dba EO Integrated Systems, Inc.

Customer Service/General Information: Ph: <u>586-752-3200</u>

County Account Representative: Donald M. Rochon

Ph: <u>586-752-3200</u> Fax: <u>586-752-5270</u>

Email: dmrochon@eoisi.com

Alternate Contact Name: Sandy Maiuri

Ph: <u>586-752-3200</u> Fax: <u>586-752-5270</u>

Email: <u>smaiuri@eoisi.com</u>_____

Billing & Invoicing question:

À

Name: Suzanne E. Ziobro

Ph: 586-752-3200

Email: sziobro@eoisi.com

Operation: Supervisor

Name: <u>Steve Gower</u>

Ph: 586-752-3200

Email: <u>sgower@eoisi.com</u>_____

24-hours answering service:

Ph: 888-752-3228

STATEMENT OF WORK For JJC-SECURITY SYSTEMS MAINTENANCE

OVERVIEW:

Kane County is seeking to retain the services from qualified and experienced Vendor for complete inclusive monthly preventive maintenance service and inspection of an electronic security system at the Kane County Juvenile Justice Center. The Juvenile Justice Center is located at 38W655 Illinois Route 38, St. Charles, IL 60175.

I. INSTRUCTION

A. On-Line Bidding Process

This will be an On-Line bidding process administers by **Public Purchase** at <u>www.publicpurchase.com</u>. Contractor shall scan all required submittal documents and submits of bid response to Public Purchase.

B. Registration Requirements and Bid Document

Bid document is available on-line at <u>www.publicpurchase.com</u>. Contractor will have to register at the above website in order to participate in the On-Line Bidding process.

C. Sealed Bid Reponses

Contractors may submit Sealed Bid Response and shall follow all the guidelines as specified in the Term and Conditions of this bid. Contractor shall reference to the Special Condition section of this bid to submit a paper bid. They will be opened immediately after the On-Line bid has been closed. Sealed paper bids received after deadline will remain unopened and returned to the sender.

II. SPECIFICATIONS

This is a two (2) year complete preventive service maintenance contract with mutual option to extend for an additional one (1) renewal period.

There is no new equipment to be installed. All equipment on this bid is operable and in good working condition. An inspection of all equipment currently installed at Juvenile Justice Center would be allowed prior to vendor submitting their bid response or entering into a contract but not billable.

The awarded vendor's shall include a schedule for routine service, preventive maintenance procedures, recommendation if replacement of new part and material is necessary to prevent down time, system service report, and services performed.

Juvenile Justice Center is operating 24-hour, 365-days a year. Vendor shall be available for required preventive maintenance service with normal working hours starting from 8:00 a.m., to 5:00 p.m., and after hour service from 6:00 p.m., to 8:00 a.m.

Preventive maintenance and repair shall include necessary replacement part of all equipment listed on this bid which is inoperable or malfunctioning due to reasonable wear and tear. Vendor is responsible for arranging factory reconditioning and replacement of parts or equipment.

Essential replacement parts, materials, and additional labor other than covered under this specification shall be report to the facility staff. The County will not be responsible for payment of any parts, materials, labor, and repair services required without proper authorization or approval of the facility staff.

III. <u>COST</u>

Cost for the monthly preventive maintenance of the security system shall be inclusive of parts, materials, travel time, and labor to service the equipment listed below (meeting manufacturer specifications), and shall be available from 8:00 a.m. to 5:00 p.m., Monday through Friday. Vendor shall indicate their cost for normal working hours, after hour or overtime rate, weekend and holiday rate. This is an all-inclusive cost and bill on a quarterly basis. Additional cost (s) for parts and material required for service not covered by the service agreement shall be authorized and approved by the facility or County staff.

The County allowed a not to exceed cost provision of \$7,500 annually for necessary parts and materials required for the repairs and maintenance of the security system listed on this bid. Standard rates for labor apply to all as needed service performs or requested during normal or after hours which is not cover by the periodic maintenance service agreement.

The County allows mark-up of vendor purchase invoice on required replacement parts. Vendor shall indicate the mark-up percentage of their purchase invoice on the Offer to Contract form. Vendor shall provide bill of sale or price quotation, service and/or repair report to the facility for payment.

Cost for the authorized replacement parts and on-calls repair services on normal working hour and after hour services shall be charged separately and not included in the cost of the quarterly preventive maintenance amount. Parts shall be of the original equipment manufacturer or equal quality substitutes may also be used if approved by the facility staff. All work shall have a warranty period of twelve months.

IV. EQUIPMENT

Following equipment list may be incomplete, and not necessarily limited to the equipment list provided, due to annual repairs and upgrades. It is vendor's responsibility for verifying the type and inventory of equipment and software used for the security system. All equipment listed below or discovered during site-visit shall be cover under this preventive maintenance agreement.

A. <u>VIDEO SURVEILLANCE SYSTEM</u>

Vendor to provide preventive maintenance and repair of video surveillance system equipment which includes the following:

| Quantity | Equipments - Description |
|----------|---|
| 61 | Color cameras (PSA 1/3-inch and Pelco PCTC330E-2) |
| 3 | Pan – Tilt – Zoom cameras - Pelco (outdoor – no heat enclosure) |
| 1 | Pelco matrix card cage |
| 1 | Pelco 64-input alarm interface panel (CM9564J/64) |
| 4 | Pelco 14-inch color monitors |
| 1 | Gyyr 4-camera color quad (DQ44C) |
| 2 | Color multiplexers (1 is a DX16CR) |
| 1 | SRT500 video cassette recorder |
| 1 | 16-position switcher |
| 3 | PSA 14-inch monitor |
| 4 | TLS972 72-hour VCR |
| 5 | InduSoft HMI client software packages |
| 1 | Dell computer workstation (Central Control) |
| 1 | ELO 22" touch screen monitor (Central Control) |
| 4 | Asus 20" touch screen – computer package unit for each POD area |
| 3 | Omron CS-1 series PLC CPU, power supply and associated modules |
| 5 | Desktop master intercom consoles |

B. Vendor to provide preventive maintenance and repair of access control system, duress system, and courtroom (at the JJC facility) sound system as follow:

ACCESS CONTROL SYSTEM

| Quantity | Equipments - Description |
|----------|--|
| 1 | Model 1030 CPU with software (DSX Access Control Systems Inc.) |
| 1 | Model 1032 2 card controller. |
| 1 | Battery and Transformer. |
| 2 | Keypads with individual codes for user |

DURESS SYSTEM

| Quantity | Equipments - Description |
|----------|---|
| 53 | Perimeter Products - Receivers model DR-NN-WP |
| 24 | Perimeter Products - Transmitters model #PAT |

| Quantity | Equipments - Description |
|------------|---------------------------------|
| 1 | Advantage one mixer #545 |
| <u>1</u> . | Auto gate AG11 |
| 1 | VCC Remote RC11 |
| 1 | Auxiliary mixer AM |
| 1 | Cabinet |
| 1 | Amplifier D60EQ |
| 1 | Rack kit RW-D |
| 1 | Module RPM-8 |
| 3 | Floor microphones MRB-2-13N |
| 4 | Microphone wall plates S601-13C |
| 4 | Gooseneck microphones 1287 |
| 3 | Desk stands w/mute switch DS-7E |
| 3 | Microphones 1282 |
| 1 | Remote control (judge) |

COURTROOM SOUND SYSTEM

C. Vendor to provide preventive maintenance and repair of intercom paging system, detection door system, detection door complete panel, and graphic System as follow:

RAULAND INTERCOM PAGING SYSTEM

| Quantity | Equipments - Description |
|----------|------------------------------------|
| 11 | Intercom stations, (2 gang) #HSS-6 |
| 100 | Intercom Stations, (3 gang) #HSS-1 |
| 5 | Amp, #DCC-12 |
| 1 | Paging Horn, #3601 |
| 7 | Switchers, #TZC25 |
| 72 | Speakers, #USO188 |
| 3 | Call-in switches, #HSS-13 |

DETECTION DOOR CONTROL SYSTEM

| Quantity | Equipments - Description | | | | | |
|----------|-------------------------------|--|--|--|--|--|
| 1 | Easter Owens completes system | | | | | |

DETECTION DOOR COMPLETE PANEL&GRAPHICS SYSTEM

| Quantity | Equipments - Description | | | |
|----------|--------------------------|--|--|--|
| 2 | ADF #E003 (21x30 inches) | | | |
| 2 | ADF #E003 (21x30 inches) | | | |
| 2 | ADF #E003 (24x36 inches) | | | |

V. GENERAL REQUIREMENT

- 1. Service response time is critical. Vendor shall response to a service call the same day as request for service, unless requested otherwise by Juvenile Justice Center Staff.
- 2. Inspections Vendor will conduct quarterly preventive maintenance inspections on all cameras, VCR, and support equipment listed. Inspections will include four (4) visits per year to clean and test equipment and make any required repairs to ensure that systems are operating at peak performance levels. Only 25% percent of cameras shall be inspected during quarterly preventive maintenance and any problem cameras.
- 3. Quarterly Charge shall include all costs for parts, labor, travel time, and material for the preventive maintenance on all listed equipment per each unit's manufacturer's specification for a total four (4) times per year and on a regular basis.
- 4. Vendor shall be available after hours for repairs and services on an asneeded basis, from Monday through Saturday, from 5:00 p.m. until 8:00 a.m., and all day on Sundays and Holidays. These services if required shall bill at an hourly or overtime rates as agreed upon and shall be separate from the quarterly cost.
- 5. County Property Vendor will be responsible for protecting Kane County furnishings and equipment from dust and debris while conducting any on-site repairs, inspections, or service. Vendor is responsible for damage to all equipments and cameras.
- 6. Clean up Vendor will cleanup work site and remove all debris, unused materials, and equipment on a daily basis.
- 7. Hard Copy Prints Vendor will upon request provide hard copies of still shots (pictures) from the recorder videotape.
- 8. A total of six (6) cameras require an aerial lift for maintenance and repair service which includes four (4) are outdoors and two (2) in the gymnasium. Vendor shall provide their own aerial lift.
- 9. Vendor shall notify maintenance supervisor or facility superintendent of all inoperable trouble cameras and equipment that require repairs. If any camera or equipment fail beyond repair, limited production and discontinued, a replacement camera or equipment of better technology must be approved by the facility superintendent.
- 10. Replacement of any equipment shall be coordinated with the Facilities staff. It will be decided when the Contractor informs the Facilities Staff whether the County of Kane will supply the replacement equipment and have it replaced, or approve to have the Contractor supply and replace the equipment.

11. Loaner Equipment - cameras, monitors and other system components must be available for use while defective components are being repaired. The loaner components or equipment need not be of the same model as those removed for repair but shall be sufficient, compatible and fully operational, until original security system is repaired and operating.

V. CONTRACTOR'S MINIMUM REQUIREMENTS

A. CONTRACTOR'S MINIMUM REQUIREMENTS

The selected service provider will have been in the security system maintenance and video monitoring business for a minimum of five (5) years. Possess knowledge and have certified technician staff experience in servicing commercial, industrial, or other large corporate users, be familiar with all types of security systems, and all associated hardware, including, but not limited to, equipment list in this specification, and, ideally be familiar with government- related operations and facility. The Contractor shall submit a list of at least three (3) references, including names, addresses, phone numbers, contact person(s), and current customers. The Contractor shall be licensed, and bonded, and use only skilled craftsmen in the repair and servicing of listed equipment.

B. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall exercise all necessary caution to protect public pedestrian and employee traffic and to protect all public and private property from injury or damage caused by the Contractor's operations. Any practice deemed hazardous by the Facilities Manager, their designees, or other qualified County staff shall be immediately halted upon verbal or written notification. The Contractor shall comply with all OSHA, NIOSH, and other applicable federal, state, and local regulations, codes, and/or ordinances.

C. SUBCONTRACTORS

The Contractor shall not be allowed to subcontract work under this agreement unless written approval is granted by the Facilities Manager or Superintendent, or other approved County body or individual. The subcontractor(s), if approved, shall be bound by the conditions of the bid award between the County of Kane and the Contractor and shall perform his work in accordance with all terms of this bid and specifications.

D. PAYMENT

The selected contractor will invoice the County for work done after each scheduled inspection and preventive maintenance service. Invoices are to be submitted for each site or as per instruction from JJC's accounting staff. 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.

| 4 | CORD CERI | r IF | 'IC | ATE OF LIA | BIL | ITY IN | ISURA | | • | OP ID: KP | |
|--|--|--------------|------------------|------------------------|--|--|-----------------------------|--|---|--------------------|--|
| | 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. | | | | | | | | | | |
| | 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). | | | | | | | | | | |
| PF | RODUCER | | | 586-949-2300 | CONTA | СТ | | | | | |
| | ompers, Couillard, & Wolfe, I 1955 21 Mile Rd | | | 586-949-2775 | PHONE (A/C, No): | | | | | | |
| M | acomb, MI 48042 | | | | E-MAIL ADDRESS: | | | | | | |
| James Gompers | | | | | | INSURER(S) AFFORDING COVERAGE NAIC # | | | | | |
| | | | | | | INSURER A : First Mercury Insurance Co | | | | | |
| IN | SURED EO Integrated Systems In Security Design Inc. dba | | | | | RB:CNA-C | | | | 20443 | |
| | 12700 31 Mile Road | | | | | RC:CNA-A | merican Ca | asualty | | 20427 | |
| | Washington, MI 48095 | | | | INSURE | | | | | | |
| | | | | | INSURE | | | and the second | | | |
| с С | OVERAGES CER | TIFI | CATE | NUMBER: | INSUKE | | | REVISION NUMBER: | | | |
| | THIS IS TO CERTIFY THAT THE POLICIES | G OF | INSU | RANCE LISTED BELOW HAV | | | THE INSURE | D NAMED ABOVE FOR THE | | | |
| | INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | PER1 POLK | TAIN, CIES, I | THE INSURANCE AFFORDI | ED BY | THE POLICIES | s describei Paid Claims. | | | | |
| IN: LI | | | SUBR WVD | | | POLICY EFF (MM/DD/YYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | |
| | | | | | | | | EACH OCCURRENCE \$ | 5 | 1,000,000 | |
| A | | X | | SE-CGL-0000005070-01 | | 01/31/12 | 01/31/13 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | | 50,000 | |
| | CLAIMS-MADE X OCCUR | | | | | | | MED EXP (Any one person) \$ | | 5,000 1,000,000 | |
| | X Contractual X Includes X, C, U | | | | | | | PERSONAL & ADV INJURY \$ | | 2,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | 2,000,000 | |
| | POLICY X PRO- LOC | | | | | | | PRODUCTS - COMPIOP AGG 1 | | £,000,000 | |
| F | | + | | R | | | | COMBINED SINGLE LIMIT (Ea accident) | | 1,000,000 | |
| c | | x | | C1079141135 | | 06/20/12 | 06/20/13 | BODILY INJURY (Per person) \$ | | | |
| | ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED | | | | | | | BODILY INJURY (Per accident) \$ | 6 | | |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE \$ (Per accident) | | | |
| | X UMBRELLA LIAB X OCCUR | | | | | | | EACH OCCURRENCE | 5 | 4,000,000 | |
| A | EXCESS LIAB CLAIMS-MADE | X | | SE-UMB-0000005072-01 | | 01/31/12 | 01/31/13 | AGGREGATE | 6 | 4,000,000 | |
| | DED X RETENTION \$ 10,000 | 4 | _ | | | | | | 5 | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC179141149 | | 06/20/42 | 00/00/42 | X WC STATU- TORY LIMITS OTH- ER | | 4 000 000 | |
| В | OFFICER/MEMBER EXCLUDED? | N/A | | VVC179141149 | | 06/20/12 | 06/20/13 | E.L. EACH ACCIDENT \$ | | 1,000,000 | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | | 1,000,000 | |
| A | | + | + | SE-CGL-0000005070-01 | | 01/31/12 | 01/31/13 | OCCURRENC | | 1,000,000 | |
| A | | | | SE-CGL-0000005070-01 | | 01/31/12 | 01/31/13 | AGGREGATE | | 2,000,000 | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Kane County is included as Additional Insured under General, per forms CG2033 07/04 and CG2037 07/04, Automobile, and Excess (Follow Form) Liability with respect to work performed by the Named Insured. Thirty (30) days written notice of cancellation or modification of the policies applies. | | | | | | | | | | | |
| CERTIFICATE HOLDER CANCELLATION | | | | | | | | | | | |
| CERTIFICATE HOLDER CANCELLATION KANE-01 | | | | | | | | | | | |
| Kane County Purchasing 719 S. Batavia Avenue | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | |
| Geneva, IL 60134 | | | | James A. Lomper | | | | | | | |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by;
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for their additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activilies.
- "Bodily injury" or "property damage" occurring after.
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That parties of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations | | | | | |
|--|--|--|--|--|--|--|
| Any person or organization as required by written contract or agreement | VARIOUS | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | | | |

Section II - Who Is An Insured is emended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazaro".

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